

APPLICATION FOR APPROVAL OF
OLMSTED PLAZA ASSOCIATES AND
SUBPARCEL 1A ASSOCIATES LIMITED
PARTNERSHIP TO UNDERTAKE A PROJECT
IN BOSTON, MASSACHUSETTS UNDER
MASS. G.L. C. 121A, AS AMENDED AND
ST. 1960, C.652

October 18, 1991

Doc # 5440B

Volume II of III

APPLICATION FOR APPROVAL OF
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VOLUME II OF III



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U.S. - Zoning / 1-12-89

BRA Approval: Nov. 30, 1989
Zoning Comm. Approval: * Dec. 13, 1989
effective: Dec. 14, 1989

BOSTON REDEVELOPMENT AUTHORITY

November 16, 1989
Revised, November 30, 1989

DEVELOPMENT PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 36

OLMSTED PLAZA

Bounded by Park Drive, Brookline Avenue,
Fullerton Street and MBTA Right-of-Way

Development Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), this development plan and development impact project plan sets forth information on the development of the Project, including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of the Project, the proposed dimensions of structures, the proposed densities, the proposed traffic circulation, parking and loading facilities, access to public transportation and other major elements of the Project (the "Development Plan"). This Development Plan is also intended to satisfy the requirements of Sections 26A-2(2) and 26A-3(1) and 26B-2(2) and 26B-3(1) of the Code regarding development impact project plans.

This Development Plan represents the first stage in the planning process for the development of the Project. In the next stage of the development process, design development plans for the initial phase of the Project will be submitted to the Authority prior to the submission of final plans and specifications therefor pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. In addition, schematic design submissions for the two new buildings to be constructed in later stages of development will be submitted to the Authority for approval. This Development Plan consists of 7 pages of text plus attachments designated Exhibits A through H. All references to this Development Plan contained herein shall pertain only to such 7 pages and attachments. Exhibits A through H are subject to, and may change as a result of, final design, environmental and other development review by the Authority and by other governmental agencies and authorities.

*with amendments to Use Items Nos. 16A, 36A, 50, 68, and 70 in Exhibit F, Table of Proposed Uses, and in Exhibit G, Anticipated Zoning Exceptions, sections I.B.1.a, II.B.1.a, and III.A.1.

Developer: The developer of the Project is Olmsted Plaza Associates, a Massachusetts general partnership, the partners of which are JMB/Olmsted Limited Partnership, an Illinois limited partnership, and Macomber Olmsted Plaza Associates Limited Partnership, a Massachusetts limited partnership, its successors and assigns (the "Developer").

Site: The Project will be constructed on the parcel of land described in Exhibit A attached hereto, containing approximately 8.9 acres and bounded generally by Park Drive, Brookline Avenue, Fullerton Street and an MBTA right-of-way (the "Site").

Proposed Location and Appearance of Structures: The Project will consist of four major buildings: the renovated Sears building (the "Sears Building"), a new building along Park Drive on the western corner of the Site (the "Park Drive Building"), a new building at the corner of Brookline Avenue and Fullerton Street (the "Brookline Avenue Building") and a new six-story parking garage (the "Garage"). It is currently anticipated that the buildings planned for the Site will be located approximately as shown on Exhibit B attached hereto, although the final locations and configurations of the buildings are subject to final design, environmental and other development review by the Authority and by other governmental agencies and authorities.

The base of the Sears Building is eight stories in height and is capped by a tower that rises approximately 100 feet above the parapet of the building's base. The facade of the Sears Building is composed of light gray brick and Indiana limestone. Currently, the Sears Building includes a number of warehouse additions that were added to the main structure after its initial construction. In connection with Phase 1 of the Project, the Developer plans to demolish these additions.

In place of the warehouse additions that are to be demolished, two new buildings, the Park Drive Building and the Brookline Avenue Building, are planned for subsequent stages of development on the Site. The Sears Building, Park Drive Building, Brookline Avenue Building and the Garage shall have heights and gross floor areas not in excess of those set forth on Exhibit C attached hereto. The heights and gross floor areas are subject to design, environmental and other development review by the Authority and other governmental agencies and authorities. All references herein to "height" and "gross floor area" refer to those terms as defined in the Code. The elevations attached hereto as Exhibit D illustrate the general appearance of the Sears Building, Park Drive Building, Brookline Avenue Building and the Garage. The elevations of these buildings are subject to further

design, environmental and other development review by the Authority and other governmental agencies and authorities.

Open Spaces and Landscaping: In addition to the open spaces to be located between the buildings planned for the Site, a large landscaped area will be provided along Park Drive in front of the Sears Building. New pedestrian walkways are planned for the Site to allow public access to and through the Site and to provide several choices of outdoor routes exiting the MBTA Fenway Park Green Line Station. The Site will be landscaped with a variety of trees, shrubs and paving materials. In addition, permanent landscaping will include the planting of trees in vacant tree pits along the portion of Park Drive between the Site and Beacon Street. Phase 1 of the Project will also include landscaping to enhance the stairway from the Project to the MBTA Fenway Park Green Line Station. Subject to design, environmental and other development review by the Authority and other governmental agencies and authorities, the Developer will also be responsible for landscaping improvements within the area which is shown on Exhibit E attached hereto, including public sidewalks adjacent to the Site.

Proposed Uses of Site and Structures: The proposed uses for the Site and the structures planned for the Site may include one or more of the uses set forth on Exhibit F attached hereto.

Proposed Dimensions of Structures: Exhibit C provides the proposed maximum dimensions for the renovated Sears Building, the Park Drive Building, the Brookline Avenue Building and the Garage. Upon establishment of the Planned Development Area, the Site will be located in M-2-D and B-2-D zoning districts. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. Exhibit G attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the Authority and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly. Furthermore, any one or more of the buildings located or to be located on the Site may be financed independently of the other buildings located or to be located on the Site and, therefore, any one or more of such buildings may need to be considered as situated on a separate zoning lot, capable of being conveyed or mortgaged as such.

Proposed Densities: The bulk of the Site is presently zoned M-2, a Restricted Manufacturing District, with a maximum floor area ratio ("FAR") of 2.0. A portion of the Site, consisting of a strip of land 100 feet in width along both Park Drive and

Brookline Avenue, is zoned B-2, a general business district with a maximum FAR of 2.0. This Development Plan provides for an overall FAR for the Site of 4.74 based upon the ratio of 1,836,000 square feet of gross floor area of Project (including the garage) to the total land area included in the Site of approximately 387,620 square feet, or approximately 8.9 acres. However, the actual FAR calculated in accordance with the technical definitions of "gross floor area," "floor area ratio" and "lot area" in the Code may be larger than 4.74. For example, roadways, sidewalks, pathways and other paved areas may be excluded from the definition of "lot area" in the Code. Accordingly, the "lot area" used to calculate FAR in accordance with the Code may not include the entire area of the Site. Furthermore, in the event that the Site is subdivided, the FAR for particular components of the Project, analyzed separately, may have a different FAR. The total Project, however, will not exceed 1,836,000 square feet of gross floor area (including the Garage). Excluding the Garage, the gross floor area of the Project as currently planned is approximately 1,446,000 square feet. The FAR for the Project, based upon the ratio of 1,446,000 square feet of gross floor area of Project (excluding the Garage) to the total land area of the Site, is 3.73.

Proposed Traffic Circulation: The Project will promote vehicular and pedestrian circulation. The entryway to the Sears Building will feature a redesigned driveway. In addition, the Garage will be constructed to facilitate easy entry and exiting. The Project will also improve pedestrian access and circulation by including attractive pedestrian thoroughfares and interior passageways unifying the Site and connecting the Site to the surrounding area and the MBTA Fenway Park Green Line Station.

Proposed Parking and Loading Facilities: The Garage will provide up to 1,155 parking spaces. In addition, the Project will include loading docks located in the Garage.

Proposed Phasing of Construction: It is currently anticipated that the initial phase of the Project will involve the demolition of the warehouse additions, renovation of the Sears Building, construction of the Garage and permanent landscaping on the completed portions of the Site. The remainder of the Site will consist of temporary grade level parking accommodating up to 160 cars and temporary landscaping during this initial stage of development. Construction of a stairway from the Project to the MBTA Fenway Park Green Line Station will also occur during the initial phase of the Project. Subsequent stages of development will entail completion of the Project, including the construction of the Park Drive Building and the Brookline Avenue Building. During these subsequent stages of development, permanent

landscaping and circulation systems will be completed, including a walkway along the station platform, an extension of the existing canopy, and, if necessary, modifications to the stairway from the Project to the Fenway Park Station. In the event that construction of the Park Drive Building or the Brookline Avenue Building has not commenced by the end of 1996, permanent landscaping will be undertaken on the remainder of the Site. The stages of development are summarized in Exhibit H.

Sears, Roebuck and Co., the current owner of the Site, and the Developer have entered into an agreement providing for acquisition of the Site by the Developer. Assuming that the necessary approvals are obtained, the Developer will proceed immediately with its construction schedule after purchasing the Site. The demolition of the warehouse additions is scheduled to begin in early 1990, with the renovation of the Sears Building planned for substantial completion by the end of 1991. Excavation for the Garage is scheduled to occur during the summer of 1990. It is estimated that the Park Drive Building and the Brookline Avenue Building will be constructed during the period 1992 to 1996. The construction schedule at this time is tentative and is subject to change.

Access to Public Transportation: The Site is ideally situated for both local and regional public transit access. The Project is immediately adjacent to the MBTA Green Line and is served by local bus routes. The Developer will assure access to the Fenway Park Station on the MBTA Green Line during the construction of the Project.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the Developer will enter into a Development Impact Project Agreement (the "DIP Agreement") with the Authority and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Developer's option, by (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as the "Housing Contribution Grant"), (ii) the Developer's creating or causing to be created housing units for occupancy exclusively by low and moderate income residents of the City of Boston at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as the "Housing Creation Option"), or (iii) some combination of items (i) and (ii) above. As required under Section 26B-3 of the Code, the Developer will also be responsible for making a Jobs Contribution with regard to the Project. The Jobs Contribution shall be made, at

the Developer's option by (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (the "Jobs Contribution Grant"), (ii) the Developer's creating or contributing to the creation of a jobs training program for use by low and moderate income people at a cost at least equal to the Jobs Contribution Grant and under the conditions specified in the DIP Agreement ("Jobs Creation Option"), or (iii) some combination of items (i) and (ii) above.

Projected Number of Employees: It is anticipated that the Project will generate approximately 1,700 construction jobs and provide approximately 4,200 permanent jobs.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the Authority. Such review is to be conducted in accordance with the Authority's "Development Review Procedures" dated 1985, revised 1986 and Article 31 of the Code ("Development Review Procedures").

Public Benefits: The Project is of critical importance to the physical and economic revitalization of the Fenway area. The uses proposed for the Site are expected to provide job opportunities, services and resources for area residents as well as the larger community. The 1.6 acre parcel of land across Park Drive from the Site was originally included in Frederick Law Olmsted's Emerald Necklace park system, but was paved for use as a parking lot some time before 1955. The Developer will cause this parcel to be conveyed to the City of Boston (or another entity designated by the Authority pursuant to an agreement to be entered into by the Authority and the Developer). Subject to obtaining necessary permits and approvals, the Developer will develop, or cause to be developed, a public park on this parcel. The park shall be completed by July 1, 1992, subject to extension for delays caused by circumstances beyond the reasonable control of the Developer, provided that the approval of the Authority is obtained, such approval not to be unreasonably withheld or delayed.

The Project is expected to make significant economic contributions to the City by generating additional property tax revenues, additional training and employment opportunities and increased affordable office space. In addition, it is presently estimated that the Developer will contribute approximately \$6,730,000 in housing linkage payments or cause the creation of low and moderate income housing of an equivalent value. It is also currently anticipated that the Developer will make jobs linkage contributions totalling approximately \$1,346,000 or cause

the creation of a Jobs Creation Program of an equivalent value. The Developer has funded a study by a labor market economist to assess the needs of the unemployed and underemployed residents of the Fenway area to assist with the allocation of this jobs contribution grant. Finally, not less than 2,000 square feet of space in the Project will be set aside for a job training, counseling and referral center, and not less than 8,000 square feet of indoor space in the Project serving not less than 100 children shall be set aside as a child day care center. The outdoor spaces allotted to the child day care center must be in conformance with regulations promulgated by the Office for Children, the Massachusetts State Building Code and other applicable regulations. The Developer will secure the initial operators of such centers and make available, or cause to be made available, the facilities to include the fixtures, furnishings and equipment required for operation of such centers.

EXHIBIT A

(exhibit begins on next page)

A certain parcel of land in Boston, Suffolk County, Massachusetts shown on a plan entitled "Plan of Property Owned By Sears Roebuck And Co. Brookline Avenue & Park Drive Boston Massachusetts" prepared by Cullinan Engineering Co., Inc. Civil Engineers - Land Surveyors dated March 20, 1989 to be recorded with Suffolk Registry of Deeds and bounded and described according to said plan as follows:

SOUTHEASTERLY by Brookline Avenue, 366.11 feet;

SOUTHEASTERLY,
SOUTHERLY and
SOUTHWESTERLY by the intersection of Brookline Avenue and
Park Drive, 219.24 feet, 70.00 feet and 119.34
feet;

SOUTHWESTERLY by Park Drive, 307.97 feet and 258.42 feet;

NORTHWESTERLY by land now or formerly of Consolidated Rail
Corporation, 459.86 feet and 20.87 feet; and

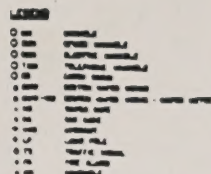
EASTERLY,
NORTHEASTERLY,
SOUTHEASTERLY
and
NORTHEASTERLY by three lines in Fullerton Street and by
Fullerton Street, measuring respectively 37.55
feet, 118.29 feet, 20.71 feet and 452.43 feet.

Said premises contain 387,620 square feet more or less or
8.90 acres according to said plan.

EXHIBIT B

(exhibit begins on next page)





11/28/60	0	PAPER T Y & C SLATS	90
11/27/60	0	PAPER SLATS FOR FIVE SEED	90
9/19/60	0	PAPER T Y AND C SLATS	90
8/2/60	1	FIFTEEN STEEL SLATS IN PAPER STEEL SEED	90
8-2	SEED	STEEL	SEEDLING

PLAN OF PROPERTY

SEARS, ROEBUCK AND CO.
BRIDGE AVENUE & PARK DRIVE
BOSTON, MASSACHUSETTS

THE UNIVERSITY OF CHICAGO



CE COLLEGE ENGINEERING CO.
ALBANY - GUTHRIE, MASSACHUSETTS

11

1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348</
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Y. K.	21.1	22.1	23.1	24.1	25.1	26.1	27.1	28.1	29.1	30.1	31.1	32.1	33.1	34.1	35.1	36.1	37.1	38.1	39.1	40.1	41.1	42.1	43.1	44.1	45.1	46.1	47.1	48.1	49.1	50.1	51.1	52.1	53.1	54.1	55.1	56.1	57.1	58.1	59.1	60.1	61.1	62.1	63.1	64.1	65.1	66.1	67.1	68.1	69.1	70.1	71.1	72.1	73.1	74.1	75.1	76.1	77.1	78.1	79.1	80.1	81.1	82.1	83.1	84.1	85.1	86.1	87.1	88.1	89.1	90.1	91.1	92.1	93.1	94.1	95.1	96.1	97.1	98.1	99.1	100.1
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1910

EXHIBIT C

(exhibit begins on next page)

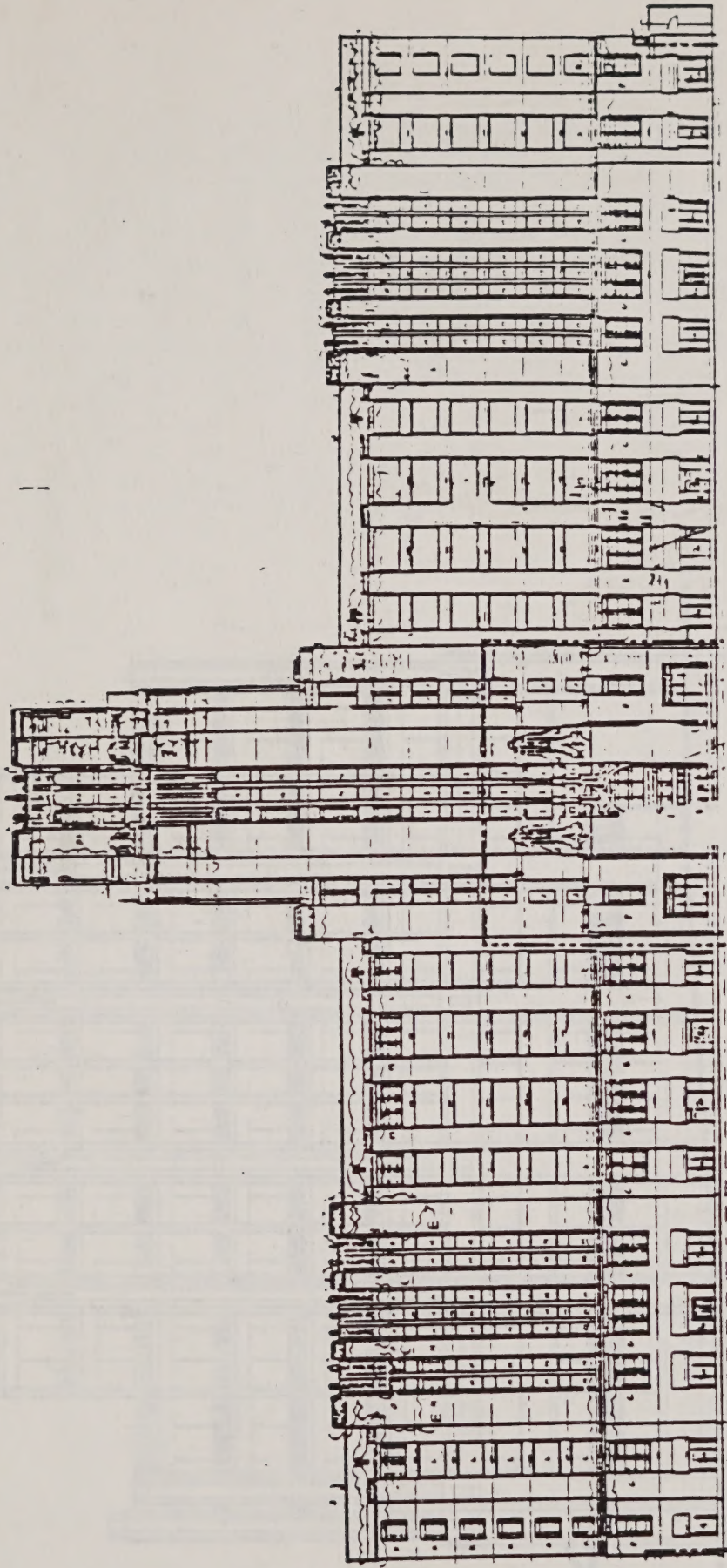
MAXIMUM BUILDING
HEIGHTS AND GROSS
FLOOR AREAS

Building	Height Not To Exceed (feet)	Gross Floor Area Not To Exceed (square feet)
Sears Building	200	907,000
Park Drive Building	120 ^A	223,000
Brookline Avenue Building	175	316,000
Garage	85 ^B	390,000

- A. The heights set forth above are based upon the definition of "Height of building" contained in the Code. Measurement of height under the Code is in part based on the grade of the land around the building. Accordingly, although the height of the base of the Sears Building calculated in accordance with the Code is less than the figure set forth above for the Park Drive Building, the top of the parapet of the Park Drive building will rise no higher than approximately the top of the parapet of the base of the Sears Building.
- B. The height of the Garage to the top of the last occupiable floor of the tower housing the stairwell and elevator shall not exceed 85 feet. The top of the parapet of the main portion of the Garage (other than the tower) shall not exceed 70 feet.

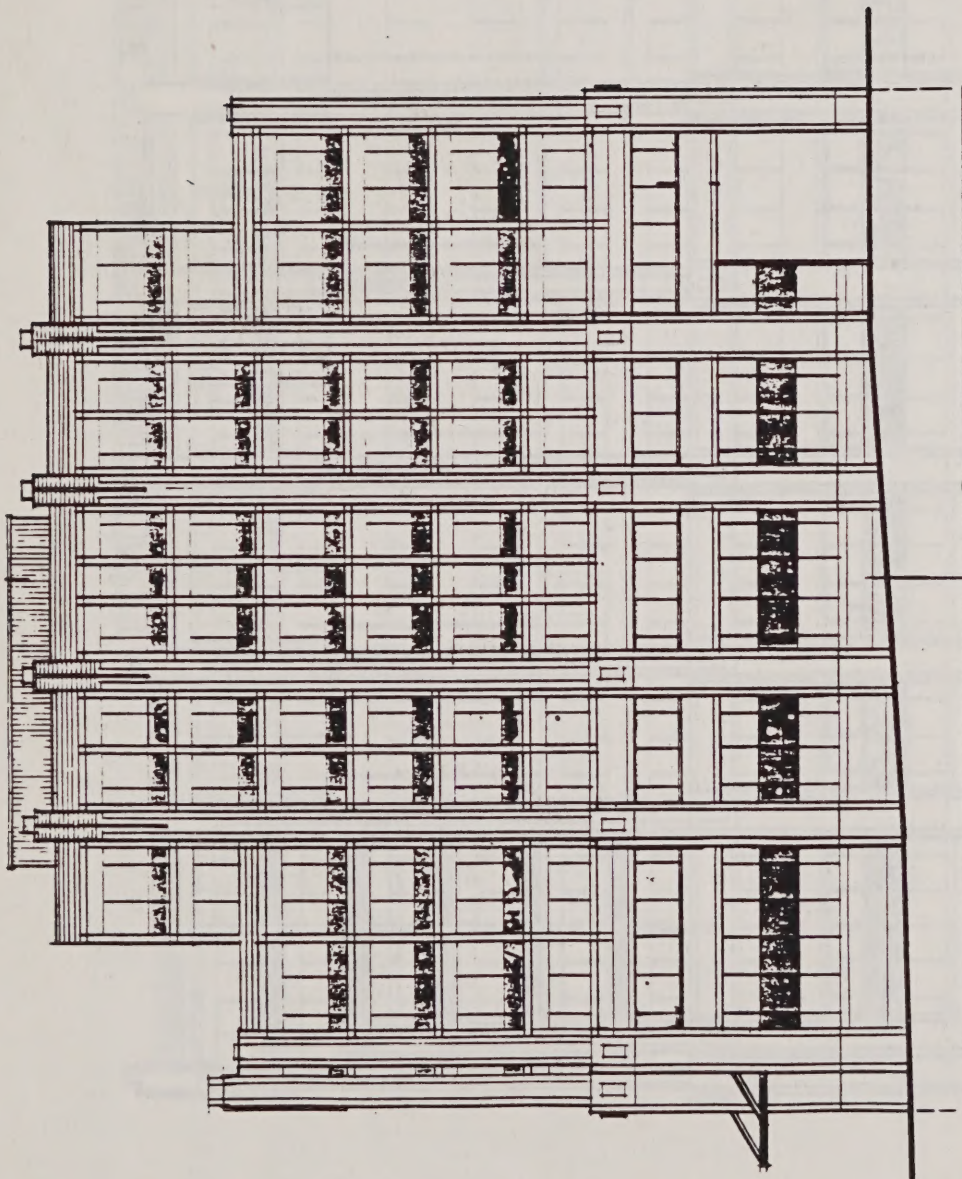
EXHIBIT D

(exhibit begins on next page)



SEARS BUILDING - South elevation

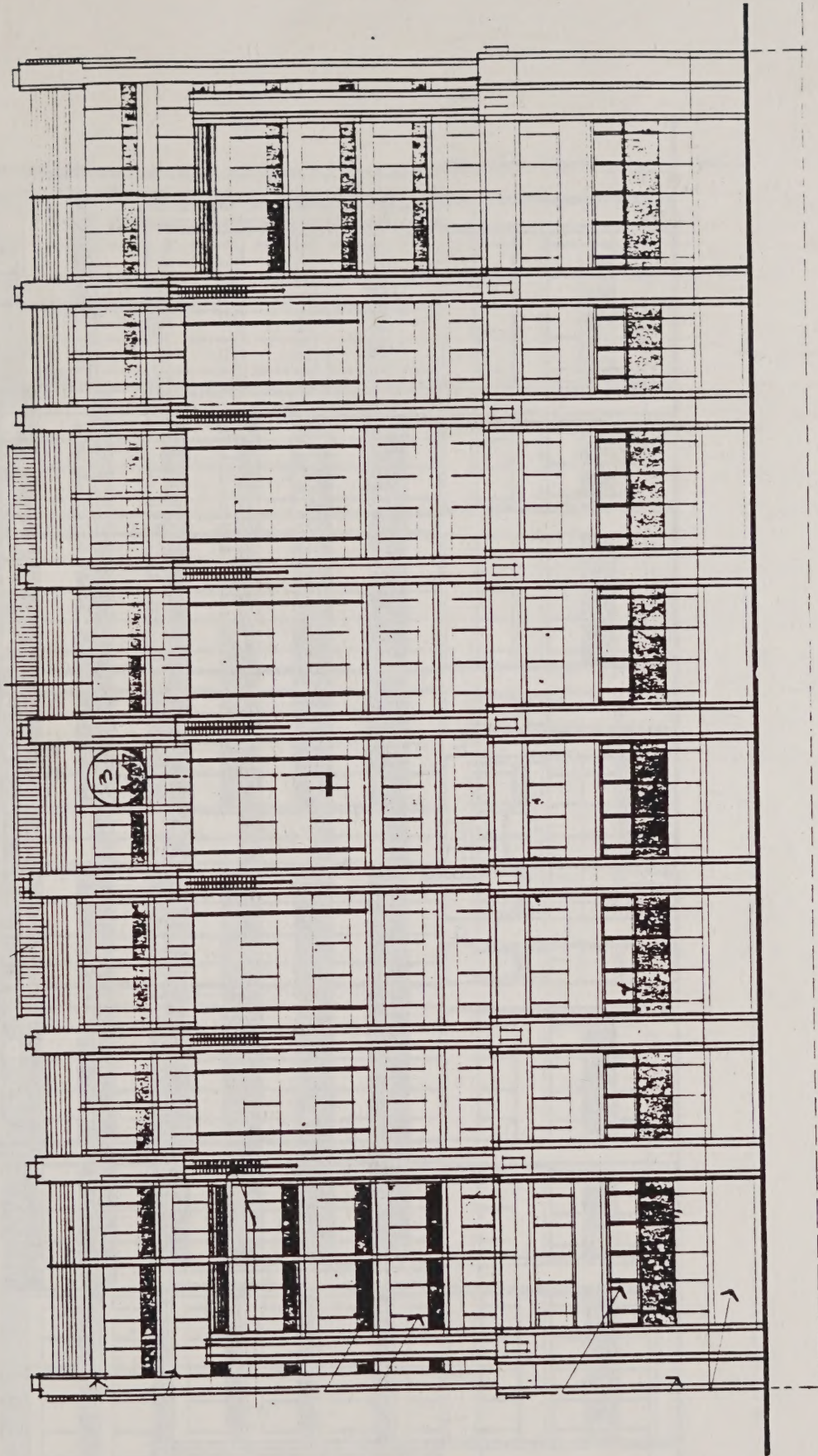
This elevation is shown on a plan entitled "Olmsted plaza - Design Development Submission, 309 Park Drive, Boston, Massachusetts" dated November 15, 1989 prepared by Notter Finegold + Alexander Inc., Sheet A-10



SOUTH ELEVATION

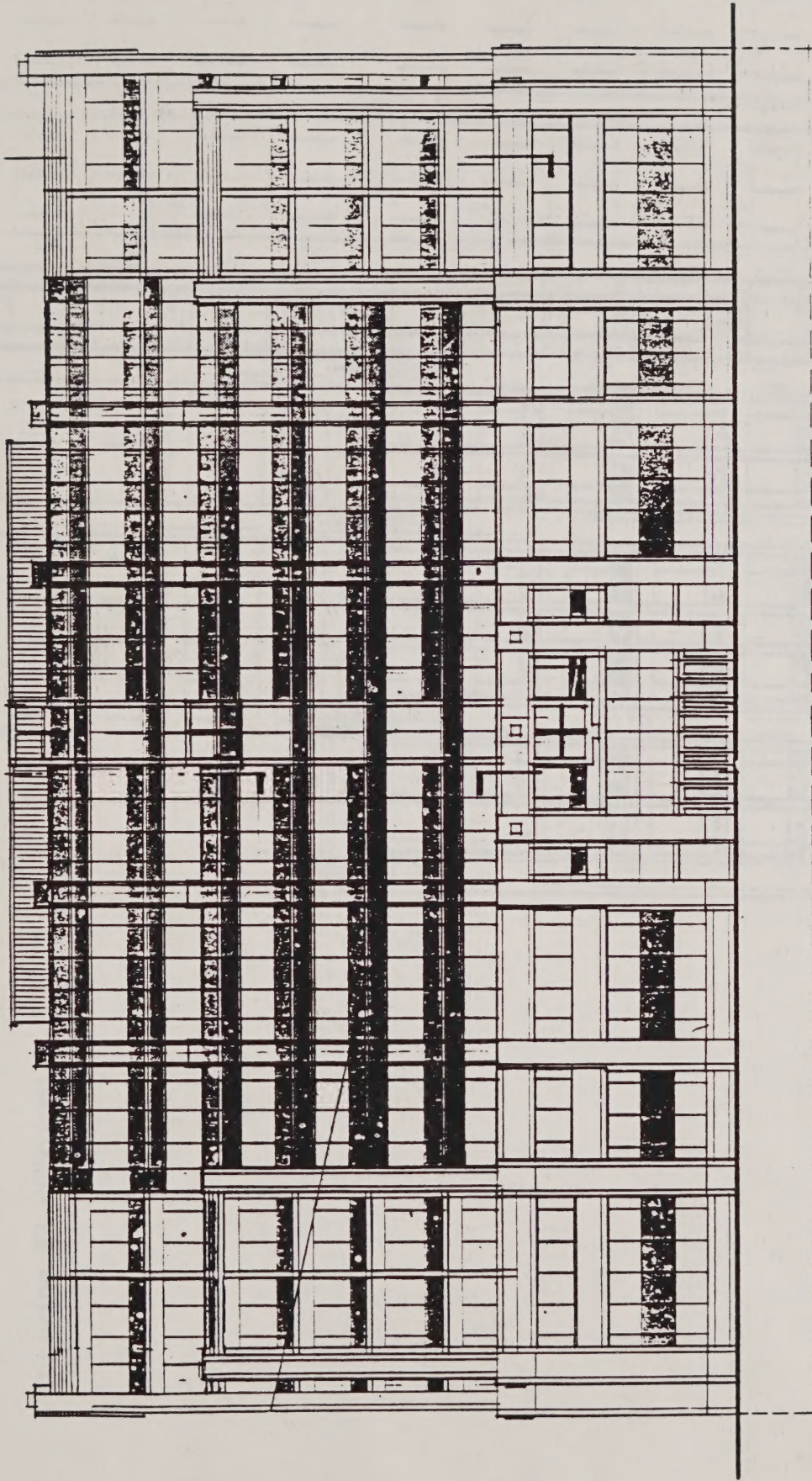
SCALE: 1/16"=1'-0"

(NORTH ELEVATION SIMILAR)



WEST ELEVATION

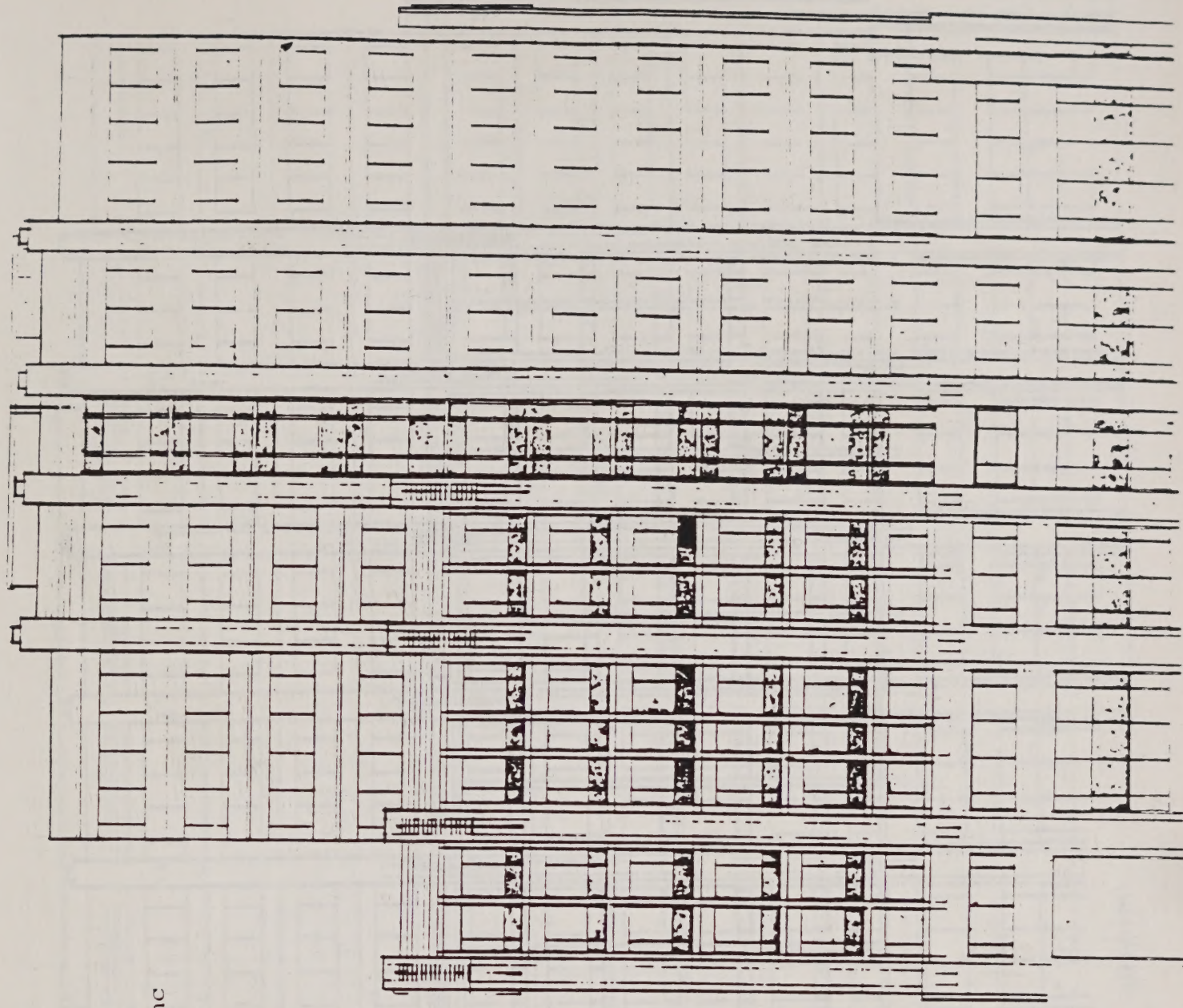
SCALE: 1/16"=1'-0"



EAST ELEVATION

SCALE: 1/16"=1'-0"

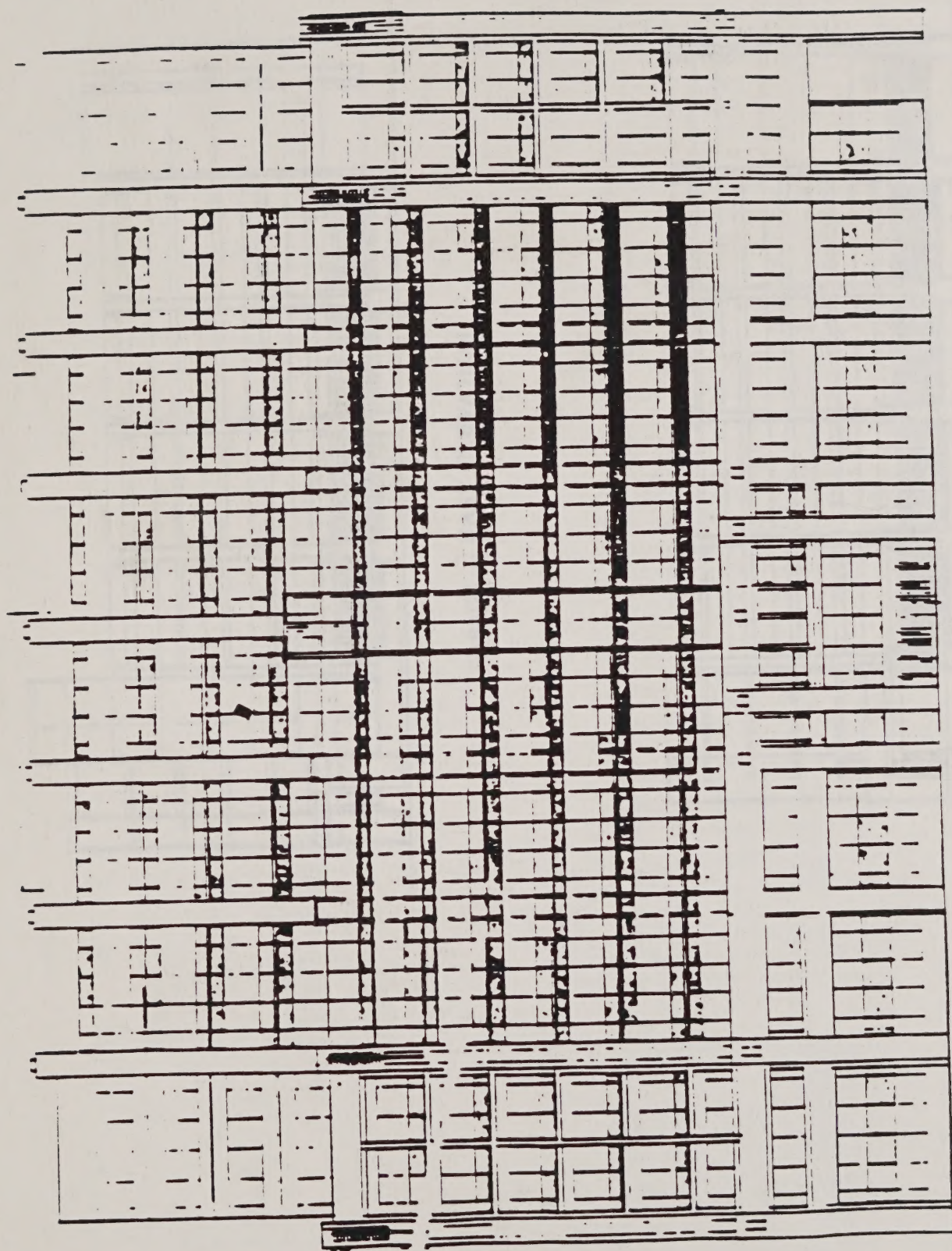
Drawing as prepared by
Notter Finegold + Alexander Inc



BROOKLINE AVENUE BUILDING
East elevation

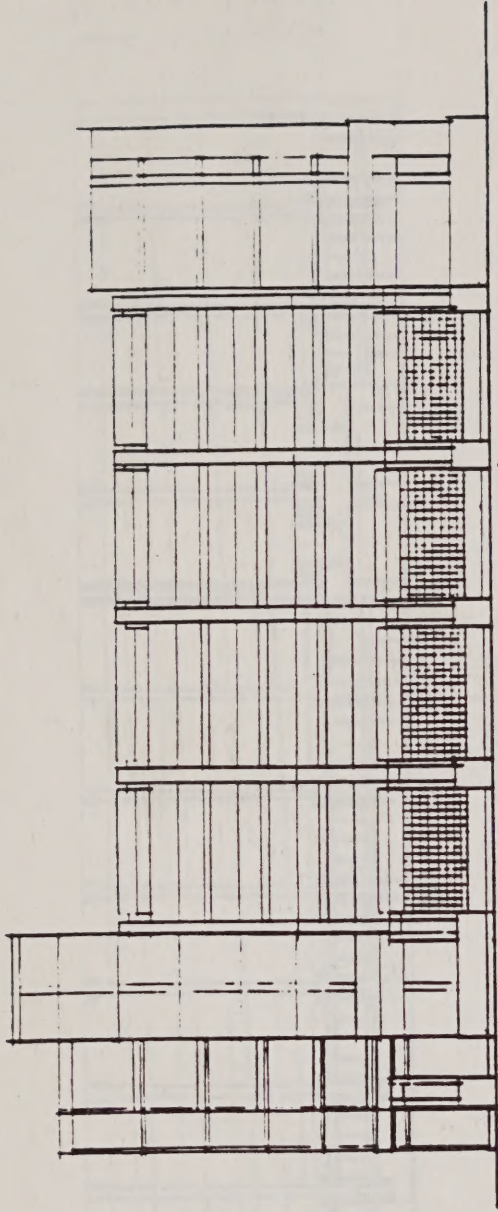


BROOKLINE AVENUE BUILDING

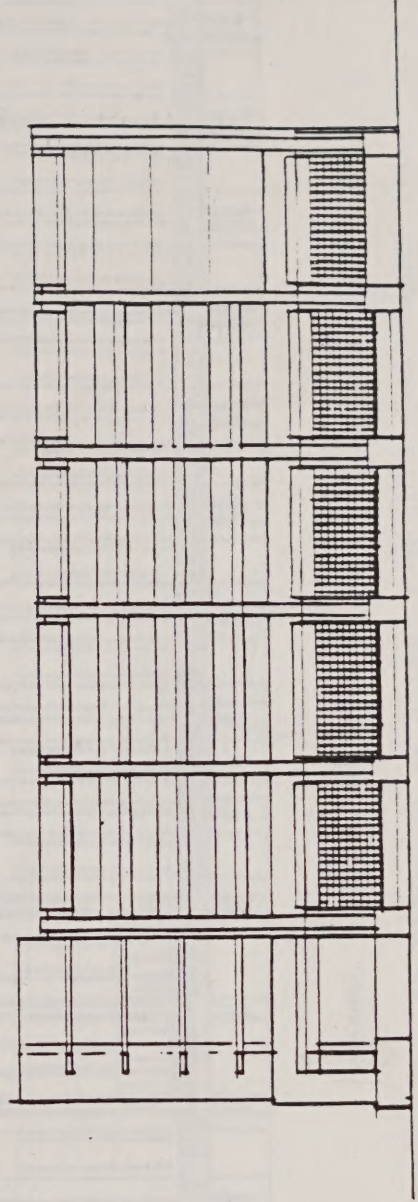


Drawing as prepared by Nottor Pinegold & Alexander Inc

BROOKLINE AVENUE BUILDING - South Elevation

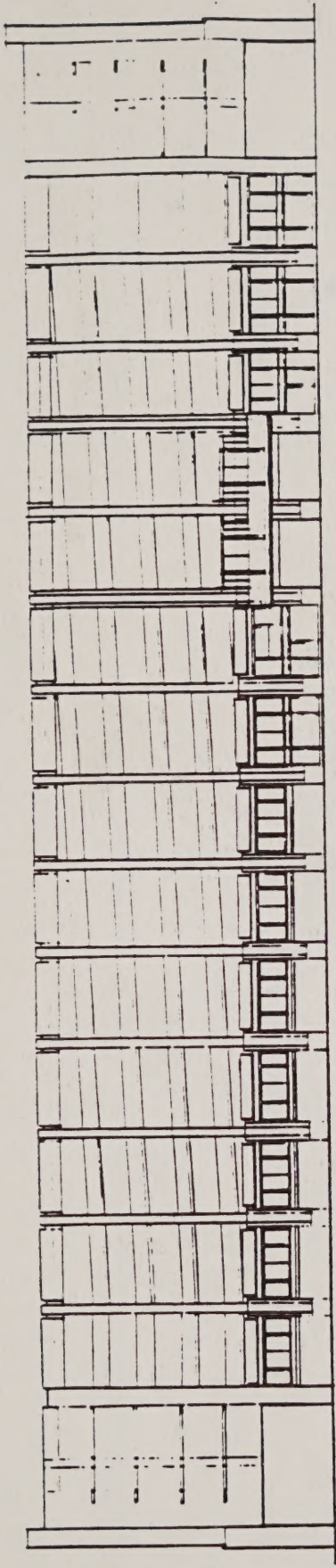


GARAGE EAST ELEVATION

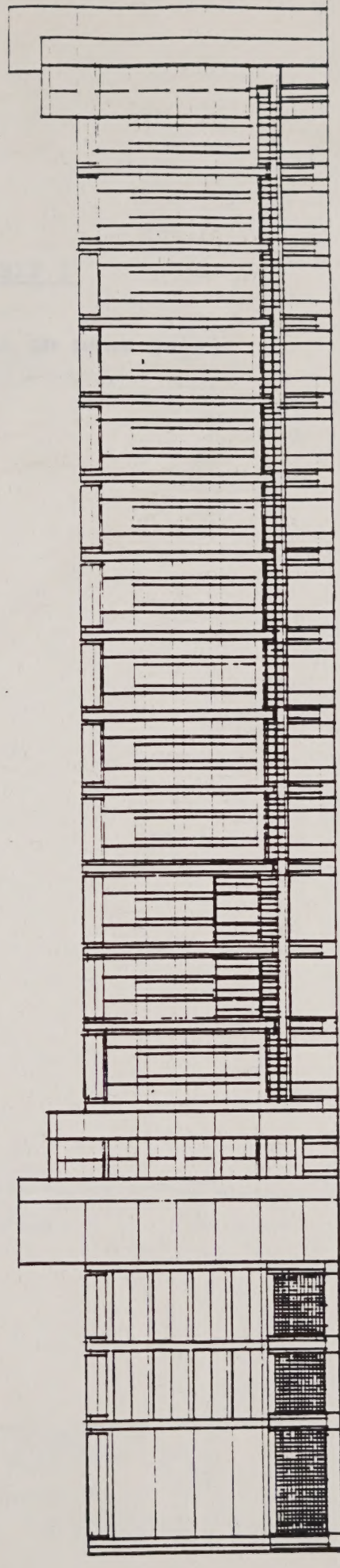


GARAGE WEST ELEVATION

As prepared by Notter Pinegold & Alexander Inc.



GARAGE NORTH ELEVATION



GARAGE SOUTH ELEVATION

As prepared by Notter Pingold + Alexander Inc

EXHIBIT E

(exhibit begins on next page)

Area to be
segregated
by this boundary

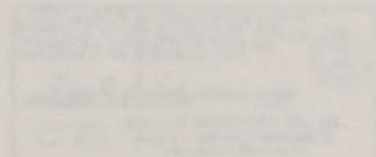


EXHIBIT F

(exhibit begins on next page)

TABLE OF PROPOSED USES

<u>USE NO.</u>	<u>USE</u>
15	Hotel; motel; apartment hotel
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts, provided that use for classroom teaching shall not be permitted unless such teaching is accessory to research and development uses
17	Day care center; nursery school; kindergarten
18	Trade, professional or other school
20	Library or museum, not conducted for profit and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24
20A	Library or museum not conducted for profit and accessory to use listed under Item 16A, 18, 22, 23, or 24, whether or not in the same lot
21	Place of worship; monastery; convent; parish house
22	Hospital or sanatorium not providing custodial care for drug addicts, alcoholics or mentally ill or mentally deficient persons; clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot
24	Scientific research and teaching labs not conducted for profit and accessory to Use Item 16, 16A, 18, 22, or 23, whether or not on the same lot
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area
29	Adult education center building; community center building; settlement house

- 30 Private club (including quarters of fraternal organizations) operated for members only
- 32 Telephone exchange (other than automatic)
- 33 Fire Station; police station
- 34 Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out, provided that such use shall not be designed for drive-through customers
- 37 Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles

- 37A The maintenance and operation of any amusement game machine in a private club, dormitory, fraternity or sorority house, or similar non-commercial establishment (other than as an accessory use described in Use Item No. 86a)
- 38 Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as accessory use described in Use Item No. 86b or 86c); provided that such establishment is customarily open to the public at large and does not exclude any minor by reason of age as a prevailing practice
- 39 Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use
- 39A Clinic not accessory to a main use
- 40 Real estate, insurance or other agency office
- 41 Office building, post office, bank (other than drive-in bank) or similar establishment
- 42 Office or display or sales space of a wholesale, jobbing or distributing house
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; or similar use

- 44 Tailor shop; hand laundry; dry-cleaning shop
- 46 Caterer's establishment; photographer's studio; printing plant; taxidermist's shop; upholsterer's shop; carpenter's shop; electrician's shop; plumber's shop; radio and television repair shop
- 48 Research laboratory; radio or television studio
- 49 Animal hospital or clinic; kennel; pound
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like, provided that such use shall not be designed for drive-in customers
- 54 Wholesale business, including accessory storage (other than of flammable liquid, gases and explosives) in roofed structures
- 56 Warehouse; storage of fifteen thousand gallons or less of flammable liquids or of ten thousand cubic feet or less of gases
- 58 Parking lot
- 59 Parking garage
- 60 Car wash
- 61 Rental agency, storing, servicing and/or washing rental motor vehicles and trailers
- 63 Railroad passenger station

- 68 Industrial Uses including manufacture or repair of cameras, cosmetics, electronic components, optical equipment, orthopedic or medical appliances, pharmaceutical products, packaging chemicals in connection with research and development uses otherwise permitted on the site.
- 70 Any use required to allow for the manufacture of chemicals which is objectionable or offensive for various reasons set forth in the Code
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located
- 72A As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard
- 73 As an accessory use subject to the limitations and restrictions of Article 10, an office, within a main building, of an accountant, architect, attorney, dentist, physician or other professional person who resides in such building
- 74 As an accessory use subject to the limitations and restrictions of Article 10, an occupation for profit customarily carried on in a dwelling unit by a person residing therein

- 77 As an accessory use subject to Article 10, the keeping of laboratory animals incidental to educational or institutional use
- 78 As an accessory use subject to the limitations and restrictions of Article 10, in buildings with more than fifty dwelling units, and in hotels with more than fifty sleeping rooms, news-stand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use
- 81 As an accessory use subject to the limitations and restrictions of Article 10, the manufacture, assembly or packaging of products sold on the lot
- 83 As an accessory use subject to the limitations and restrictions of Article 10, permanent dwellings for personnel required to reside on a lot for the safe and proper operation of a lawful main use of such lot
- 84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in an I district
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use

(exhibit begins on next page)

ANTICIPATED ZONING EXCEPTIONS

In connection with the development of the Project, it is anticipated that the Site will be subdivided into three lots. These lots are shown on the plan attached hereto as Exhibit 1. The lots shown on Exhibit 1 are designated the "Park Drive Lot" (on which the Park Drive Building is planned), the "Brookline Avenue Lot" (on which the Brookline Avenue Building is planned) and the "Sears Lot" (on which the Sears Building and the Garage are planned). The final locations and configurations of subdivided lots on the Site will be affected by final design, environmental and other development review by the Authority and by other governmental agencies and authorities.

The initial stage of development of the Project will involve the demolition of the warehouse additions, renovation of the Sears Building and construction of the Garage. As noted above, the Sears Building and the Garage are to be located on the Sears Lot. The remainder of the Site, including all of the Park Drive Lot and Brookline Avenue Lot, will consist of temporary grade level parking and temporary landscaping during this initial stage of development. Subsequent stages of development will entail completion of the Project, including the construction of the Park Drive Building on the Park Drive Lot, the construction of the Brookline Avenue Building on the Brookline Avenue Lot, and the completion of the Garage (to the extent not completed in the initial stage of development) on the Sears Lot.

Set forth below is a list of zoning exceptions required in connection with the Project for the Park Drive Lot, the Brookline Avenue Lot and the Sears Lot.

I. Park Drive Lot

A. Exceptions Required for Grade Level Parking

1. Conditional Use Permits or Exceptions Required for Uses

Article 8, Section 7 (Use Items)

<u>No.</u>	<u>Use</u>
58	Parking lot

2. Exceptions Required for Dimensional Requirements

Section

23-9 Off-Street Parking Design

3. Other Exceptions Required

Section

6-3A Additional Relief Required Within
Restricted Parking District

B. Exceptions Required for Park Drive Building

1. Conditional Use Permits or Exceptions Required for
Uses

a. Article 8, Section 7 (Use Items)

<u>No.</u>	<u>Use</u>
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts, provided that use for classroom teaching shall not be permitted unless such teaching is accessory to research and development uses.
18	Trade, professional or other school.
20A	Library or museum not conducted for profit and accessory to use listed under Item 16A, 18, 22, 23, or 24 whether or not in the same lot.
22	Hospital or sanatorium not providing custodial care for drug addicts, alcoholics or mentally ill or mentally deficient persons; clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot.

- 24 Scientific research and teaching labs not conducted for profit and accessory to Use Item 16, 16A, 18, 22, or 23, whether or not on the same lot.
- 27A Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
- 29 Adult education center building; community center building; settlement house.
- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 34 Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for

take-out, provided that such use shall not be designed for drive-through customers.

- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like, provided that such use shall not be designed for drive-in customers.
- 54 Wholesale business, including accessory storage (other than of flammable liquid, gases and explosives) in roofed structures.
- 56 Warehouse; storage of fifteen thousand gallons or less of flammable liquids or of ten thousand cubic feet or less of gases.
- 61 Rental agency, storing, servicing and/or washing rental motor vehicles and trailers.
- 68 Industrial uses including manufacture or repair of cameras, cosmetics, electronic components, optical equipment, orthopedic or medical appliances, pharmaceutical products, packaging chemicals in connection with research and development uses otherwise permitted on the site.
- 70 Any use required to allow for the manufacture of chemicals which is objectionable or offensive for various reasons set forth in the Code.

71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district.

77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to educational or institutional use.

83 As an accessory use subject to the limitations and restrictions of Article 10, permanent dwellings for personnel required to reside on a lot for the safe and proper operation of a lawful main use of such lot.

84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in an I district.

85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

b. Article 34 - Interim Office Use Controls

<u>No.</u>	<u>Use</u>
39	Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use.
40	Real estate, insurance or other agency office.

41 Office building, post office, bank
(other than drive-in bank) or
similar establishment.

2. Exceptions Required for Dimensional Requirements

Section

15-1 Floor Area Ratio

21-1 Setback of Parapets

3. Others Exceptions Required

Section

24-1 Off-Street Loading Bay Requirements

25-6 Flood Hazard District

II. Brookline Avenue Lot

A. Exceptions Required for Grade Level Parking

1. Conditional Use Permits or Exceptions Required for Uses

Article 8, Section 7 (Use Items)

<u>No.</u>	<u>Use</u>
58	Parking Lot

2. Exceptions Required for Dimensional Requirements

Section

23-9 Off-Street Parking Design

3. Other Exceptions Required

Section

6-3A Additional Relief Required Within Restricted
Parking District

B. Exceptions Required for Brookline Avenue Building

1. Conditional Use Permits or Exceptions Required for Uses

a. Article 8, Section 7 (Use Items)

<u>No.</u>	<u>Use</u>
15	Hotel; motel; apartment hotel.
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts, provided that use for classroom teaching shall not be permitted unless such teaching is accessory to research and development uses.
18	Trade, professional or other school.
20A	Library or museum not conducted for profit and accessory to use listed under Item 16A, 18, 22, 23, or 24 whether or not in the same lot.
22	Hospital or sanatorium not providing custodial care for drug addicts, alcoholics or mentally ill or mentally deficient persons; clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot.
24	Scientific research and teaching labs not conducted for profit and accessory to Use Item 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
29	Adult education center building; community center building; settlement house.

- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 34 Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out, provided that such use shall not be designed for drive-through customers.
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like, provided that such use shall not be designed for drive-in customers.
- 54 Wholesale business, including accessory storage (other than of flammable liquid, gases and explosives) in roofed structures.

- 56 Warehouse; storage of fifteen thousand gallons or less of flammable liquids or of ten thousand cubic feet or less of gases.
- 61 Rental agency, storing, servicing and/or washing rental motor vehicles and trailers.
- 68 Industrial uses including manufacture or repair of cameras, cosmetics, electronic components, optical equipment, orthopedic or medical appliances, pharmaceutical products, packaging chemicals in connection with research and development uses otherwise permitted on the site.
- 70 Any use required to allow for the manufacture of chemicals which is objectionable or offensive for various reasons set forth in the Code.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district.
- 77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to educational or institutional use.
- 78 As an accessory use subject to the limitations and restrictions of Article 10, in buildings with more than fifty dwelling units, and in hotels with more than fifty sleeping rooms, newsstand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building.

- 83 As an accessory use subject to the limitations and restrictions of Article 10, permanent dwellings for personnel required to reside on a lot for the safe and proper operation of a lawful main use of such lot.
- 84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in an I district.
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

b. Article 34 - Interim Office Use Controls

- 39 Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use.
- 40 Real estate, insurance or other agency office.
- 41 Office building, post office, bank (other than drive-in bank) or similar establishment.

2. Exceptions Required for Dimensional Requirements

Section

- 14-2 Lot Area Per Dwelling Unit
- 15-1 Floor Area Ratio
- 18-1 Front Yard Requirements
- 18-3 Traffic Visibility Across Corner
- 18-4 Front Yard Requirements (Other Street)
- 20-1 Rear Yard Requirements
- 21-1 Setback of Parapets

3. Other Exceptions Required

Section

- | | |
|------|-------------------------------------|
| 23-1 | Off-Street Parking Requirements |
| 23-8 | Location of Off-Street Parking |
| 24-1 | Off-Street Loading Bay Requirements |
| 25-6 | Flood Hazard District |

III. Sears Lot

A. Conditional Use Permits or Exceptions Required for Uses

1. Article 8, Section 7 (Use items)

<u>No.</u>	<u>Use</u>
------------	------------

- | | |
|-----|--|
| 16A | College or university granting degrees by authority of the Commonwealth of Massachusetts, provided that use for classroom teaching shall not be permitted unless such teaching is accessory to research and development uses. |
| 18 | Trade, professional or other school. |
| 20A | Library or museum not conducted for profit and accessory to use listed under Item 16A, 18, 22, 23, or 24 whether or not in the same lot. |
| 22 | Hospital or sanatorium not providing custodial care for drug addicts, alcoholics or mentally ill or mentally deficient persons; clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot. |
| 24 | Scientific research and teaching labs not conducted for profit and accessory to Use Item 16, 16A, 18, 22, or 23, whether or not on the same lot. |

- 27A Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
- 29 Adult education center building; community center building; settlement house.
- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 34 Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out, provided that such use shall not be designed for drive-through customers
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale

of garden supplies, agricultural produce, flowers and the like, provided that such use shall not be designed for drive-in customers.

- 54 Wholesale business, including accessory storage (other than of flammable liquid, gases and explosives) in roofed structures.
- 56 Warehouse; storage of fifteen thousand gallons or less of flammable liquids or of ten thousand cubic feet or less of gases.
- 59 Parking garage.
- 61 Rental agency, storing, servicing and/or washing rental motor vehicles and trailers.
- 68 Industrial uses including manufacture or repair of cameras, cosmetics, electronic components, optical equipment, orthopedic or medical appliances, pharmaceutical products, packaging chemicals in connection with research and development uses otherwise permitted on the site.
- 70 Any use required to allow for the manufacture of chemicals which is objectionable or offensive for various reasons set forth in the Code.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district.
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located.

- 77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to educational or institutional use.
- 83 As an accessory use subject to the limitations and restrictions of Article 10, permanent dwellings for personnel required to reside on a lot for the safe and proper operation of a lawful main use of such lot.
- 84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in an I district.
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.
2. Article 34 - Interim Office Use Controls
- 39 Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use.
- 40 Real estate, insurance or other agency office.
- 41 Office building, post office, bank (other than drive-in bank) or similar establishment.

B. Exceptions Required for Dimensional Requirements

1. Exceptions Required for Sears Building

Section

- 15-1 Floor Area Ratio
- 20-1 Rear Yard Requirements
- 21-1 Setback of Parapets

2. Exceptions Required for Garage

Section

- 15-1 Floor Area Ratio
- 20-1 Rear Yard Requirements
- 21-1 Setback of Parapets
- 23-9 Off-Street Parking Design

C. Other Exceptions Required

1. Exceptions Required for Sears Building

Section

- 24-1 Off-Street Loading Bay Requirements
- 25-6 Flood Hazard District

2. Exceptions Required for Garage

Section

- 6-3A Additional Relief Required Within
Restricted Parking District
- 25-6 Flood Hazard District

EXHIBIT 1

(exhibit begins on next page)





REGISTERED PROFESSIONAL ENGINEER
 STATE OF MASSACHUSETTS
 No. 12345
 JOHN J. ROEBUCK
 CIVIL ENGINEER
 100 STATE STREET
 BOSTON, MASSACHUSETTS 02109
 CE

DATE	10/1/55	PROJECT NO.	100-100000
SCALE	1" = 100'	OWNER	SEARS, ROEBUCK AND CO.
PLAN OF PROPERTY FOR SEARS, ROEBUCK AND CO. BROOKLINE AVENUE & PARK DRIVE BOSTON, MASSACHUSETTS			
NORTH ARROW 		REVISIONS NO. 1 DATE 10/1/55 BY J. J. ROEBUCK DESCRIPTION: INITIAL PLAN	

EXHIBIT H

(exhibit begins on next page)

Oldest Phase Summary

<u>Site</u>	<u>Development</u>	<u>Maximum Parking Spaces</u>	<u>Estimated Construction Period</u>	<u>Other Improvements Included in Phase</u>
<u>PHASE 1</u> Sears Lot	Sears Building (907,000 GFA) Garage (390,000 GFA)	0 1155	1990-1991 1990-1992	• All circulation side-walks on the Sears Lot
Park Dr. Lot Brookline Ave. Lot	Temporary Surface Parking Temporary Surface Parking	80 80 <u>1315</u> ¹	1990-1992 1990-1992	• Temporary landscaping around surface parking lots • All landscaping associated with the Sears Lot • Stairways from the Porter Drive sidewalk and from the Project to the Fenway Park stop on MBTA Green Line • Sidewalks on Brookline Avenue and Park Drive Lots in at least the same condition as they now are
<u>SUBSEQUENT STAGES OF DEVELOPMENT</u> Sears Lot Park Dr. Lot Brookline Ave. Lot	No further development Park Dr. Building (235,000 GFA) Brookline Dr. Building (316,000 GFA)	1155 0 0 <u>1155</u> ²	n/a 1992-1996 1992-1996	• Permanent Sidewalks adjacent to Park Drive Lot and Brookline Drive Lot • All landscaping associated with the Park Drive Lot and Brookline Drive Lot, including, if necessary, modifications to stairway from the Project to the Fenway Park Stop on MBTA Green Line

1 In addition, it is anticipated that, subject to obtaining necessary approvals, temporary surface parking will also be available on the parcel across Park Drive from the Site (the "Emerald Necklace Parcel") and on the parcel on Van Ness Street bounded by Van Ness Street, Yankee Way, a passageway and land now or formerly of Harvard Community Health Plan (the "Van Ness Parcel"). The Emerald Necklace Parcel will contain up to 260 parking spaces. The Van Ness Parcel will contain up to 125 parking spaces.

2 Subject to obtaining necessary approvals, it is anticipated that a parking garage containing approximately 440-500 parking spaces will be developed on the Van Ness Parcel. Temporary surface parking will be eliminated from both the Van Ness Parcel and the Emerald Necklace Parcel. The Emerald Necklace Parcel will be developed as a public park. Construction of the park will be completed by July 1, 1992, subject to causes beyond the reasonable control of the developer.

BOSTON REDEVELOPMENT AUTHORITY

July 18, 1991

AMENDMENT TO DEVELOPMENT PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 36

OLMSTED PLAZA

Bounded by Park Drive, Brookline Avenue,
Fullerton Street and MBTA Right-Of-Way

Development Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), the Boston Redevelopment Authority approved a Development Plan and Development Impact Project Plan for Planned Development Area No. 36 for Olmsted Plaza on November 30, 1989. The PDA/DIP Plan and the Planned Development Area designation of the site which is the subject of the PDA/DIP Plan were approved by the Zoning Commission on December 13, 1989 and the Mayor on December 14, 1989. This Amendment to the PDA/DIP Plan sets forth revisions to the PDA/DIP Plan to reflect changed circumstances since the approval of the PDA/DIP Plan.

Amendment of PDA/DIP Plan: The PDA/DIP Plan is hereby amended in the following respects:

1. The following language is inserted at the end of the third and fourth sentences of the second paragraph of the Section headed "Development Plan" on page 1 of the PDA/DIP Plan:

" , as affected by the Amendment to the Development Plan dated July 18, 1991."

2. The following sentence is inserted after the fourth sentence in the third paragraph of the Section headed "Proposed Location and Appearance of Structures" on page 2 of the PDA/DIP Plan:

"The elevations attached hereto as Exhibit D-1 illustrate the general appearance of the Sears Building after construction of Subphase 1A (defined hereinafter)."

3. The last sentence of the Section headed "Proposed Dimensions of Structures" on page 3 of the PDA/DIP Plan is deleted and the following is inserted in place thereof:

"Furthermore, any one or more of the buildings or subphases located or to be located on the Site may be financed independently of the other buildings or subphases located or to be located on the Site and, therefore, any one or more of such buildings or subphases may need to be considered as situated on a separate zoning lot, capable of being conveyed or mortgaged as such. In addition, a commercial condominium may be created on the Site, or any portion thereof, and the units therein may be conveyed or financed independently."

4. The following language is inserted at the end of the last sentence of the Section headed "Proposed Parking and Loading Facilities" on page 4 of the PDA/DIP Plan:

"and, at least until completion of construction of the Garage, in the Sears Building."

5. The Section headed "Proposed Phasing of Construction" on page 4 of the PDA/DIP Plan is deleted and the following is inserted in place thereof:

"Proposed Phasing of Construction: It is currently anticipated that Phase 1 of the Project will involve the demolition of the warehouse additions, renovation of the Sears Building, construction of the Garage and permanent landscaping on the completed portions of the Site. As a result of financing and market considerations, Phase 1 will be undertaken by the Developer in several subphases, the first subphase ("Subphase 1A") to consist of the renovation of approximately 300,000 square feet of floor area in the Sears Building. Subphase 1A will also include demolition of the warehouse additions. Construction of the garage and permanent landscaping on completed portions of the Site are anticipated to be completed at the time of completion of the final subphase of Phase 1. Prior to construction of the garage, the remainder of the Site will consist of grade level parking accommodating approximately 420 cars and temporary landscaping. Such grade level parking shall be permitted to remain until such time as the Garage is constructed. Construction of the stairway from the Project to the MBTA/Fenway Park Green Line Station is also anticipated to be completed at the time of completion of the final subphase of Phase 1. Subsequent stages of development will entail completion of the Project, including the construction of the Park Drive Building and the Brookline Avenue Building. During these subsequent stages of development, permanent landscaping and circulation systems will be completed, including a walkway along the station platform, an extension of the existing canopy, and, if necessary, modifications to the stairway from the Project to the Fenway Park Station. The stages of development are summarized in Exhibit H.

"Sears, Roebuck and Co., the current owner of the Site and the Developer have entered into an agreement providing for acquisition of the Site by the Developer. Assuming that the necessary approvals are obtained, the Developer will proceed immediately with its construction schedule after purchasing the Site. The demolition of the warehouse additions is scheduled to begin in the Fall of 1991, with renovation of the portion of the Sears Building to be included in Subphase 1A planned for substantial completion within two (2) years after commencement of construction. The schedule for completion of the renovation of the Sears Building, construction of the garage, and construction of the improvements to be included in subsequent stages of development depend upon demand for additional tenant space in the Project and financing considerations."

6. The last sentence of the first paragraph of the section headed "Public Benefits" on page 6 of the PDA/DIP Plan is hereby deleted and the following is substituted therefor:

"Construction of the park shall commence within twenty-four (24) months after commencement of construction of Subphase 1A and shall be completed within eight (8) months after commencement of construction of the park, subject in each case to extension for delays caused by circumstances beyond the reasonable control of the Developer, provided that the approval of the Authority is obtained, such approval not to be unreasonably withheld or delayed, and to other extensions approved by the Authority."

7. The elevation attached hereto as Attachment A is inserted into Exhibit D of the PDA/DIP Plan and the Sears Building South elevation is deleted from Exhibit D.

8. The elevations attached hereto as Attachment B are inserted as Exhibit D-1 to the PDA/DIP Plan.

9. The following are inserted in Exhibit G (Anticipated Zoning Exceptions), as indicated below:

(a) The following exception is inserted in Section II (Brookline Avenue Lot):

"24-2 Off-Street Loading Bay Design"

(b) The following use is inserted in Section III (Sears Lot), A (Conditional Use Permits or Exceptions Required for Uses), 1 (Article 8, Section 7 (Use items)):

<u>"No.</u>	<u>Use</u>
"58	Parking Lot"

(c) The following exceptions are inserted in Section III (Sears Lot), C (Other Exceptions Required):

"3. Exceptions required in connection with Subphases

"Section

"6-3A Additional Relief Required Within
Restricted Parking District

"23-9 Off-Street Parking Design

"24-1 Off Street Loading Bay Requirements

"24-2 Off-Street Loading Bay Design"

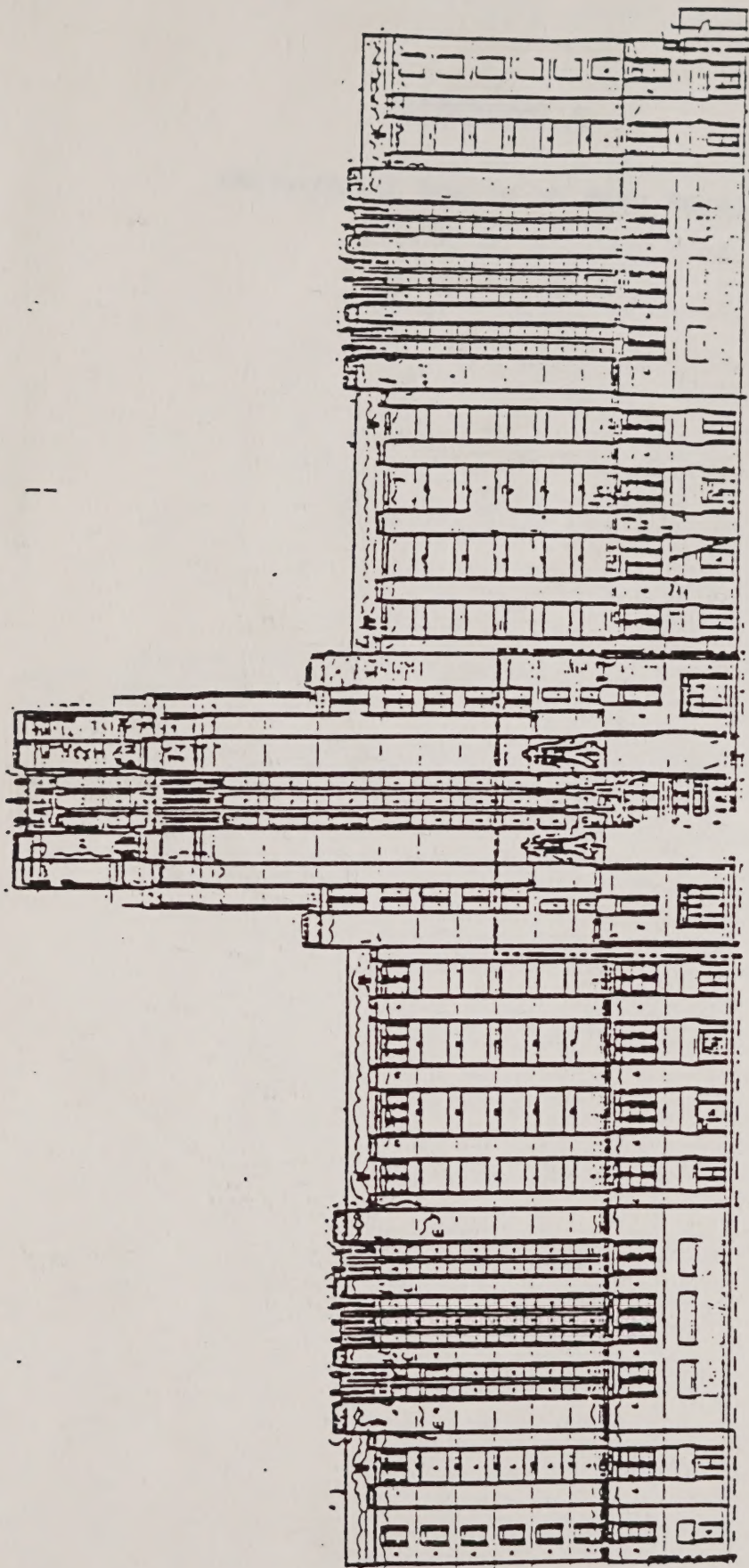
9. Exhibit H, Olmsted Plaza Summary, is amended (a) by deleting the entire column headed "Estimated Construction Period" and (b) by inserting the following at the beginning of Footnote 1:

"It is anticipated that, subject to obtaining necessary approvals, surface parking with a total of approximately 420 parking spaces will be provided on the Sears Lot, the Park Drive Lot and the Brookline Avenue Lot until construction of the Garage. After construction of the Garage, surface parking will be provided on the Park Drive Lot and Brookline Avenue Lot as specified in the chart until construction of the Park Drive Building and Brookline Avenue Building, respectively.

10. Except as set forth above, the PDA/DIP Plan shall remain unmodified and in full force and effect.

ATTACHMENT A

(Attachment Begins on Next Page)

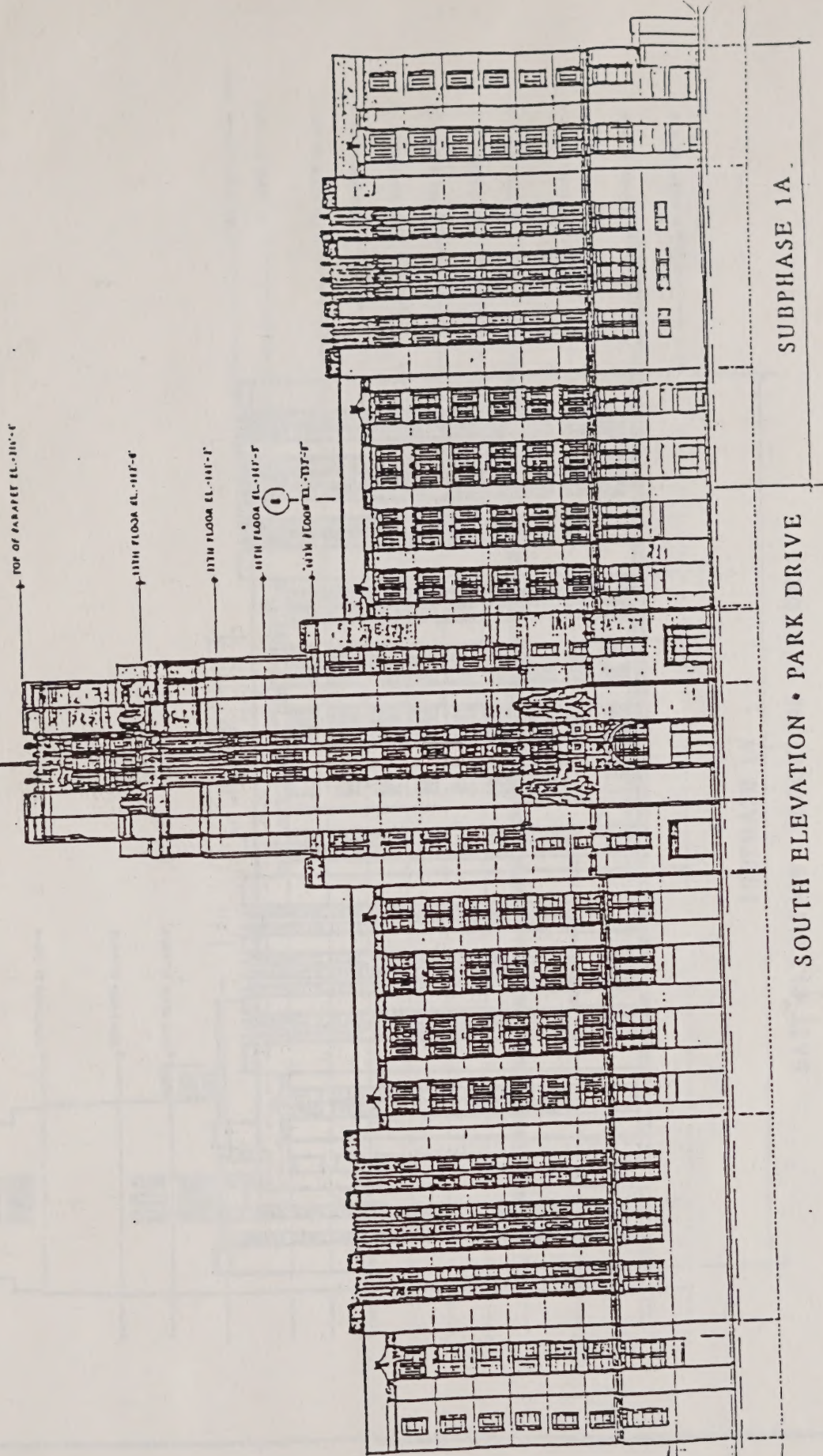


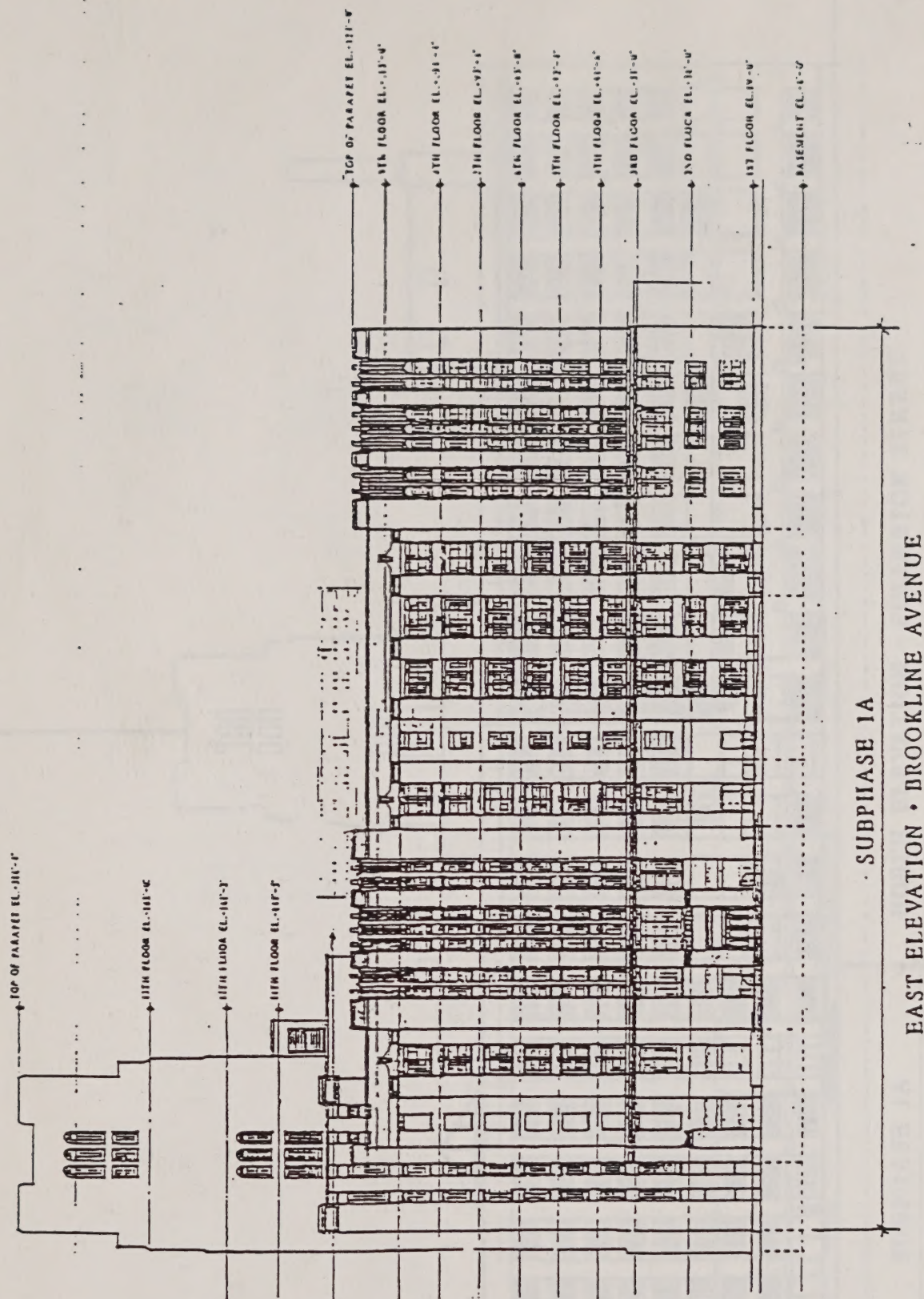
SEARS BUILDING - South elevation

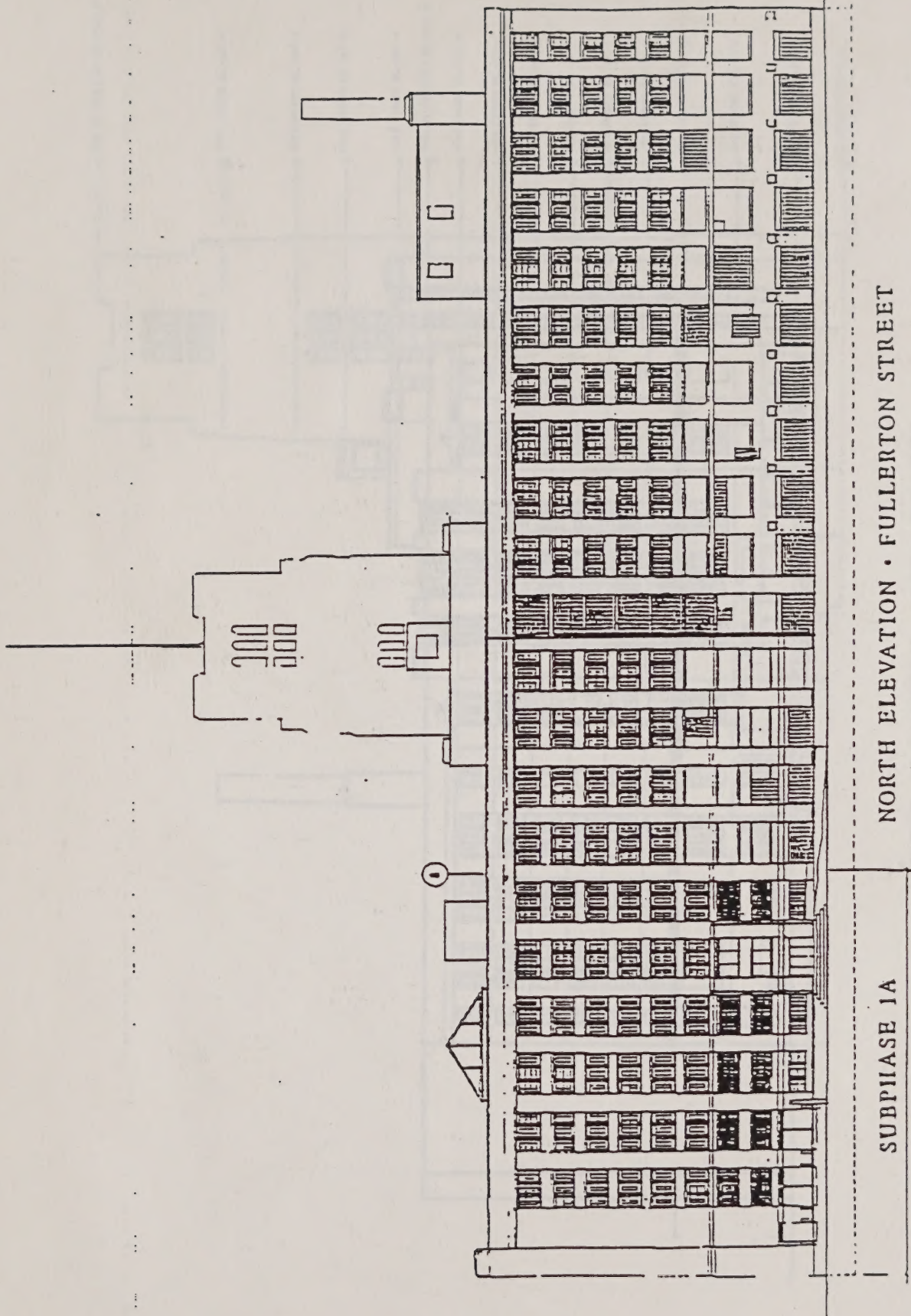
This elevation is shown on a plan entitled "Olmsted Plaza - Design Development Submission, 309 Park Drive, Boston, Massachusetts" dated November 15, 1989 prepared by Notter Finegold + Alexander Inc., Sheet A-10

ATTACHMENT B

(Attachment Begins on Next Page)

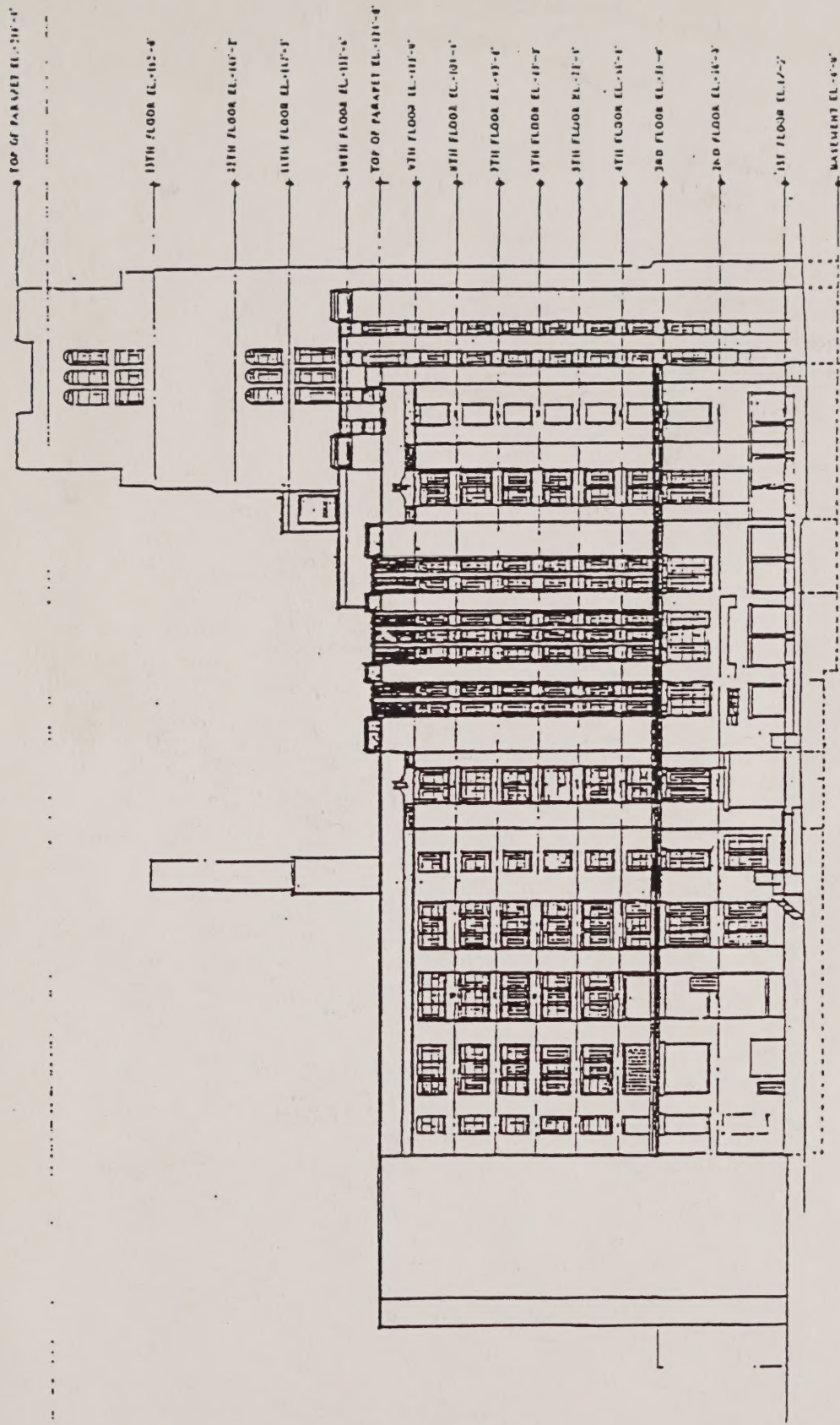






NORTH ELEVATION • FULLERTON STREET

SUBPHASE 1A



WEST ELEVATION • MBTA TRACKS

APPENDIX J

The following is a list of intersections for proposed capital improvements pursuant to the TAP Agreement:

1. Park Drive at Beacon Street
2. Park Drive at Riverway
3. Fenway at Brookline
4. Park Drive/Brookline Avenue/Boylston Street
5. Brookline Avenue at Longwood Avenue
6. Riverway at Longwood Avenue
7. Kenmore Square
8. Boylston Street at Park Drive
9. Fenway at Avenue Louis Pasteur
10. Huntington Avenue at Louis Prang and Ruggles Street
11. Brookline Avenue at Fullerton Street
12. Riverway at Brookline Avenue
13. Park Drive at Fenway (Boylston Avenue)
14. BU Bridge at Commonwealth Avenue
15. University Road at Commonwealth Avenue
16. Evansway at Fenway and Louis Prang
17. Charlesgate West at Beacon Street
18. Charlesgate East at Route 1 Offramp
19. Beacon Street at Maitland Street and Mountfort Street
20. Beacon Street at Miner Street and Arundel Street
21. Riverway at Fenway
22. Park Drive at Avenue Louis Pasteur

23. Park Drive at Site Entrance

24. Carlton at Mountfort Street

The following is the schedule of capital improvements for traffic intersections as contained in the Amendment to the TAP Agreement dated as of October 15, 1991.

Capital Improvements Schedule

Intersection	Estimated Cost
Brookline/Park/Boylston	\$50,000
Park/Riverway	12,000
Riverway/Fenway	84,000
Fenway/Brookline	153,000
Audubon Circle	170,000
Riverway/Longwood	20,000
Boylston/Park	5,000
Park/Fenway	5,000
	<u>\$494,000</u>

Work to be performed includes signalization, geometrics improvements, pavement and pavement marking, and sidewalk improvement.

APPENDIX K-1

Minimum Standards for Financing, Construction
Maintenance and Management of Phase 1A Under
Chapter 121A of the Massachusetts General Laws, as Amended

1. Financing. The construction and long-term financing of the cost of Phase 1A shall be in accordance with the provisions of Section 4 of the Application. Subject to the presently existing provisions of Chapter 121A, any additional future financing required in connection with completion of Phase 1A prior to issuance of final certificates of occupancy for all of Phase 1A may be made without the approval of the Authority if provided by (i) an insurance company, bank or other recognized financial institution, (ii) the 1A Partnership or any general or limited partner thereof, or (iii) the Commonwealth of Massachusetts, the City of Boston or any political subdivision thereof. All other future financing shall be made only with the prior written approval of the Authority as to the terms thereof and the identity of the financing party or parties, which approval shall not be unreasonably withheld.

2. Construction. The 1A Partnership shall cause Phase 1A to be constructed in a good and workmanlike manner employing materials of good quality and so as to conform to the Application, zoning, building, health and fire laws, codes, ordinances and regulations in effect in the City of Boston except to the extent that the same may have been or may be duly varied or deviation has

been or may be granted. The determination of whether or not the construction complies with the Application, laws, codes, ordinances and regulations as the same may have been or may be varied or deviation has been or may be granted shall, subject only to the administrative jurisdiction of the Department of Public Safety and to judicial review, be determined by the Division of Inspectional Services, and the issuance by the Division of Inspectional Services or other duly constituted authority of one or more certificates of occupancy or equivalent documents shall be treated as conclusive evidence of compliance of construction with said laws, codes, ordinances and regulations.

3. Maintenance. Upon completion of construction of Phase 1A, the 1A Partnership shall cause Phase 1A to be kept and maintained in good repair, order and condition and shall also cause to be kept in force hazard insurance relative to Phase 1A in commercially reasonable amounts.

4. Management. The 1A Partnership may manage Phase 1A or employ or contract with one or more affiliates or independent contractors to undertake such management of Phase 1A in whole or as to any portion.

5. Accounting.

A. Maintenance of Accounting Records. The 1A Partnership shall keep and maintain at all times during the period of tax exemption under Chapter 121A accounting records in accordance with generally accepted accounting principles in which shall be recorded all sums from time to time invested in Phase 1A or

comprising any part of the cost thereof (as hereinafter defined) and all information necessary for the computation of (i) the excise payments on the gross income of the 1A Partnership and on Phase 1A required by Section 10 of Chapter 121A, (ii) the payments which are required to be made under the contract with the City of Boston entered into pursuant to Section 6A of Chapter 121A and under the provisions of Sections 10, 15 and 18C of Chapter 121A as heretofore amended, and (iii) the amounts which partners shall be entitled to receive and accept for their general purposes as net income from Phase 1A pursuant to Chapter 121A, as heretofore amended. Within one hundred twenty (120) days after the end of each calendar year, the 1A Partnership shall submit to the Authority a statement showing for that calendar year certified by a duly authorized representative of the 1A Partnership giving in reasonable detail the information necessary for the computation of the foregoing items and computing the same. Such statement shall be certified by independent public accountants of recognized standing, which the 1A Partnership shall cause to be selected and paid. The Authority shall at reasonable times be permitted to examine and audit all such accounting records.

B. Definitions for the Purposes of Making Computations Required by the Provisions of Chapter 121A. For the purposes of making the computations required by the provisions of Chapter 121A and the Application, the following provisions shall apply.

1. The "cost of Phase 1A" shall include the following items of expense heretofore or hereafter incurred or assumed by the 1A

Partnership or reimbursed or contributed by the 1A Partnership to others, in connection with Phase 1A, including as part of or in addition thereto, without limitation, all development costs, the value of materials and services, and developers' fees incurred until the completion of Phase 1A:

(a) Architectural, engineering, construction management, accounting, legal, advertising and other professional fees and expenses.

(b) Cost of the land and improvements, and any interest therein, including any ground rental payments, and costs of site preparation.

(c) Cost of maintaining the site and improvements prior to and during the construction period (until issuance by the Authority of all Phase 1A certificates of completion).

(d) Cost of all real property improvements including landscaping and utilities.

(e) Expenditures for acquiring, constructing and installing furniture, furnishings, machinery, equipment and other personal property used or to be used in the construction, operation, use, management and maintenance of Phase 1A which, under generally acceptable accounting principles, would be treated as capital expenditures.

(f) Fees, taxes, assessments, so-called "linkage" fees and excises and similar payments and contributions (including payments and contributions pursuant to said Chapter 121A and pursuant to a Development Impact Project Agreement and a

Cooperation Agreement between the Authority and Olmsted Plaza Associates ("OPA"), as amended from time to time, a Transportation Access Plan Agreement between the Boston Transportation Department and OPA, as amended from time to time, and similar agreements) prior to and during the construction period (as so defined).

(g) Interest and other financing costs and expenses prior to and during the construction period (as so defined).

(h) That part of the salaries, wages and reimbursable expenses of such persons and their employees, and of the cost of employee benefits and of the general administrative expenses of such persons, which are properly allocable to the acquisition of the land and improvements and the planning and construction of Phase 1A.

(i) Working capital required for operation and maintenance of Phase 1A including any operating deficits until breakeven.

(j) Any other direct and indirect expenses which, under generally accepted accounting principles, would be treated as capital expenditures, including, without limitation, construction, development, supervision, leasing, finders and brokerage fees (including those payable to affiliates).

2. For purposes of the computation required by Sections 15 and 18C of Chapter 121A of the General Laws as now in effect, the cost of Phase 1A may, at the election of the 1A Partnership, be amortized at such rates and methods as during the period of

exemption may be allowed to the 1A Partnership by the Internal Revenue Service of the United States of America or at such other rates and methods as are in accordance with generally accepted accounting principles.

3. For purposes of the computation required by Sections 10, 15 and 18C of Chapter 121A of the General Laws as now in effect, "gross income" and "gross receipts" shall be considered synonymous and shall mean for each year payments actually received by the 1A Partnership in such year which are made by persons for the right to reside in or occupy any portion or all of Phase 1A.

4. For purposes of the computation required by Sections 10, 15 and 18C of Chapter 121A of the General Laws as now in effect, "net income" for each year shall mean gross income or gross receipts for such year less the following items of expense for the year heretofore or hereafter incurred or assumed by the 1A Partnership or reimbursed or contributed by the 1A Partnership to others, in connection with Phase 1A:

(a) All items of expense set forth in Section B.1 above, whether or not incurred prior to or during the construction period and whether or not the same would properly be treated as capital expenditures.

(b) Cost of maintaining, operating and managing Phase 1A.

(c) Expenditures for acquiring, replacing, constructing, maintaining and installing furniture, furnishings, machinery, equipment and other personal property

used or to be used in the construction, operation, use, management and maintenance of Phase 1A.

(d) Fees, taxes, assessments, so-called "linkage" fees and excises and similar payments and contributions (including payments and contributions pursuant to said Chapter 121A and pursuant to a Development Impact Project Agreement and a Cooperation Agreement between the Authority and OPA, as amended from time to time, a Transportation Access Plan Agreement between the Boston Transportation Department and OPA, as amended from time to time, and similar agreements).

(e) Interest and other financing costs and expenses.

(f) Premiums, fees and other charges and expenses incurred in connection with insurance policies of whatever kind or nature.

(g) Amortization as set forth in Section B.2 above, and the amortization or depreciation of other costs at such rates and methods as during the period of exemption may be allowed to the 1A Partnership by the Internal Revenue Service of the United States of America or at such other rates and methods as are in accordance with generally accepted accounting principles.

(h) To the extent that provision therefor is not included within such amortization or depreciation, reserves required for the operation and management of Phase 1A, including, without limitation, reserves against bad debts and vacancies.

(i) That part of the salaries, wages and reimbursable expenses of such persons and their employees, and of the cost of employee benefits and of the general administrative expenses of such persons, which are properly allocable to the the maintenance, operation and management of Phase 1A.

(j) Any other direct and indirect expenses which, under generally accepted accounting principles, would be properly deductible from gross income or gross receipts.

5. All of the items of expense referred to in Section B.4 shall be included, without limitation, among the deductions from gross receipts set forth or referred to in Section 15 of Chapter 121A.

APPENDIX K-2

Minimum Standards for Financing, Construction, Maintenance and Management for Phase 1B and Phase 2

APPENDIX K-2

Minimum Standards for Financing, Construction
Maintenance and Management of Phase 1B and Phase 2 Under
Chapter 121A of the Massachusetts General Laws, as Amended

1. Financing. In accordance with Section 4 of the approved Application, OPA shall demonstrate the means of financing which will be employed in connection with the development of Phase 1B and Phase 2 before undertaking such development. Subject to the presently existing provisions of Chapter 121A, any additional future financing beyond that initially approved by the Authority in accordance with said Section 4 required in connection with completion of Phase 1B and Phase 2 prior to issuance of final certificates of occupancy for all of Phase 1B and Phase 2 may be made without the approval of the Authority if provided by (i) an insurance company, bank or other recognized financial institution, (ii) OPA or any general or limited partner thereof, or (iii) the Commonwealth of Massachusetts, the City of Boston or any political subdivision thereof. All other future financing shall be made only with the prior written approval of the Authority as to the terms thereof and the identity of the financing party or parties, which approval shall not be unreasonably withheld.

2. Construction. OPA shall cause Phase 1B and Phase 2 to be constructed in a good and workmanlike manner employing materials of good quality and so as to conform to the Application, zoning, building, health and fire laws, codes, ordinances and

regulations in effect in the City of Boston except to the extent that the same may have been or may be duly varied or deviation has been or may be granted. The determination of whether or not the construction complies with the Application, laws, codes, ordinances and regulations as the same may have been or may be varied or deviation has been or may be granted shall, subject only to the administrative jurisdiction of the Department of Public Safety and to judicial review, be determined by the Division of Inspectional Services, and the issuance by the Division of Inspectional Services or other duly constituted authority of one or more certificates of occupancy or equivalent documents shall be treated as conclusive evidence of compliance of construction with said laws, codes, ordinances and regulations.

3. Maintenance. Upon completion of construction of Phase 1B and Phase 2, OPA shall cause Phase 1B and Phase 2 to be kept and maintained in good repair, order and condition and shall also cause to be kept in force hazard insurance relative to Phase 1B and Phase 2 in commercially reasonable amounts.

4. Management. OPA may manage Phase 1B and Phase 2 or employ or contract with one or more affiliates or independent contractors to undertake such management of Phase 1B in whole or as to any portion.

5. Accounting.

A. Maintenance of Accounting Records. OPA shall keep and maintain at all times during the period of tax exemption under Chapter 121A accounting records in accordance with generally

accepted accounting principles in which shall be recorded all sums from time to time invested in Phase 1B and Phase 2 or comprising any part of the cost thereof (as hereinafter defined) and all information necessary for the computation of (i) the excise payments on the gross income of OPA and on Phase 1B and Phase 2 required by Section 10 of Chapter 121A, (ii) the payments which are required to be made under the contract with the City of Boston entered into pursuant to Section 6A of Chapter 121A and under the provisions of Sections 10, 15 and 18C of Chapter 121A as heretofore amended, and (iii) the amounts which partners shall be entitled to receive and accept for their general purposes as net income from Phase 1B and Phase 2 pursuant to Chapter 121A, as heretofore amended. Within one hundred twenty (120) days after the end of each calendar year, OPA shall submit to the Authority a statement showing for that calendar year certified by a duly authorized representative of OPA giving in reasonable detail the information necessary for the computation of the foregoing items and computing the same. Such statement shall be certified by independent public accountants of recognized standing, which OPA shall cause to be selected and paid. The Authority shall at reasonable times be permitted to examine and audit all such accounting records.

B. Definitions for the Purposes of Making Computations Required by the Provisions of Chapter 121A. For the purposes of making the computations required by the provisions of Chapter 121A and the Application, the following provisions shall apply.

1. The "cost of Phase 1B" and the "cost of Phase 2" shall include the following items of expense heretofore or hereafter incurred or assumed by OPA or reimbursed or contributed by OPA to others, in connection with Phase 1B and Phase 2, including as part of or in addition thereto, without limitation, all development costs, the value of materials and services, and developers' fees incurred until the completion of Phase 1B and Phase 2:

(a) Architectural, engineering, construction management, accounting, legal, advertising and other professional fees and expenses.

(b) Cost of the land and improvements, and any interest therein, including any any ground rental payments, and costs of site preparation.

(c) Cost of maintaining the site and improvements prior to and during the construction period (until issuance by the Authority of all Phase 1B and Phase 2 certificates of completion).

(d) Cost of all real property improvements including landscaping and utilities.

(e) Expenditures for acquiring, constructing and installing furniture, furnishings, machinery, equipment and other personal property used or to be used in the construction, operation, use, management and maintenance of Phase 1B and Phase 2 which, under generally acceptable accounting principles, would be treated as capital expenditures.

(f) Fees, taxes, assessments, so-called "linkage" fees and excises and similar payments and contributions (including payments and contributions pursuant to said Chapter 121A and pursuant to a Development Impact Project Agreement and a Cooperation Agreement between the Authority and OPA, as amended from time to time, a Transportation Access Plan Agreement between the Boston Transportation Department and OPA, as amended from time to time, and similar agreements) prior to and during the construction period (as so defined).

(g) Interest and other financing costs and expenses prior to and during the construction period (as so defined).

(h) That part of the salaries, wages and reimbursable expenses of such persons and their employees, and of the cost of employee benefits and of the general administrative expenses of such persons, which are properly allocable to the acquisition of the land and improvements and the planning and construction of Phase 1B and Phase 2.

(i) Working capital required for operation and maintenance of Phase 1B and Phase 2 including any operating deficits until breakeven.

(j) Any other direct and indirect expenses which, under generally accepted accounting principles, would be treated as capital expenditures, including, without limitation, construction, development, supervision, leasing, finders and brokerage fees (including those payable to affiliates).

2. For purposes of the computation required by Sections 15 and 18C of Chapter 121A of the General laws as now in effect, the cost of Phase 1B and Phase 2 may, at the election of the Corporation, be amortized at such rates and methods as during the period of exemption may be allowed to the Corporation by the Internal Revenue Service of the United States of America or at such other rates and methods as are in accordance with generally accepted accounting principles.

3. For purposes of the computation required by Sections 10, 15 and 18C of Chapter 121A of the General Laws as now in effect, "gross income" and "gross receipts" shall be considered synonymous and shall mean for each year payments actually received by the 1A Partnership in such year which are made by persons for the right to reside in or occupy any portion or all of Phase 1B and Phase 2.

4. For purposes of the computation required by Sections 10, 15 and 18C of Chapter 121A of the General Laws as now in effect, "net income" for each year shall mean gross income or gross receipts for such year less the following items of expense for the year heretofore or hereafter incurred or assumed by the 1A Partnership or reimbursed or contributed by the 1A Partnership to others, in connection with Phase 1B and Phase 2:

(a) All items of expense set forth in Section B.1 above, whether or not incurred prior to or during the construction period and whether or not the same would properly be treated as capital expenditures.

(b) Cost of maintaining, operating and managing Phase 1B and Phase 2.

(c) Expenditures for acquiring, replacing, constructing, maintaining and installing furniture, furnishings, machinery, equipment and other personal property used or to be used in the construction, operation, use, management and maintenance of Phase 1B and Phase 2.

(d) Fees, taxes, assessments, so-called "linkage" fees and excises and similar payments and contributions (including payments and contributions pursuant to said Chapter 121A and pursuant to a Development Impact Project Agreement and a Cooperation Agreement between the Authority and OPA, as amended from time to time, a Transportation Access Plan Agreement between the Boston Transportation Department and OPA, as amended from time to time, and similar agreements).

(e) Interest and other financing costs and expenses.

(f) Premiums, fees and other charges and expenses incurred in connection with insurance policies of whatever kind or nature.

(g) Amortization as set forth in Section B.2 above, and the amortization or depreciation of other costs at such rates and methods as during the period of exemption may be allowed to the 1A Partnership by the Internal Revenue Service of the United States of America or at such other rates and methods

as are in accordance with generally accepted accounting principles.

(h) To the extent that provision therefor is not included within such amortization or depreciation, reserves required for the operation and management of Phase 1B and Phase 2, including, without limitation, reserves against bad debts and vacancies.

(i) That part of the salaries, wages and reimbursable expenses of such persons and their employees, and of the cost of employee benefits and of the general administrative expenses of such persons, which are properly allocable to the the maintenance, operation and management of Phase 1B and Phase 2.

(j) Any other direct and indirect expenses which, under generally accepted accounting principles, would be properly deductible from gross income or gross receipts.

5. All of the items of expense referred to in Section B.4 shall be included, without limitation, among the deductions from gross receipts set forth or referred to in Section 15 of Chapter 121A.

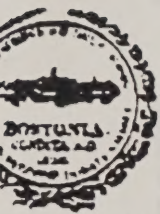
BUDGET

	<u>Item</u>
Acquisition Costs	17,250
shell & Core	23,269
Tenant Improvements	35,457
Soft Costs	20,602
Development Fee / Tenant Escrow	5,000
Contingency	3,500
Interim Interest	<u>15,088</u>
Total	\$120,166

EDIC/Boston

Economic Development and Industrial Corporation of Boston
38 Chauncy Street 9th Floor, Boston, MA 02111/617 725-6
FAX 617 426-3

Jobs and Community Services Department
43 Hawkins Street, Boston, MA 02
617 723-1



TO: Boston Industrial Development Financing Authority
Board of Directors and Donald A. Gillis, Executive
Director

FROM: Chauncey C. Mayfield, Deputy Director for Economic
Development

DATE: June 18, 1991

SUBJECT: Olmsted Plaza Project

Purpose: _____ Information

_____ ☒ _____ Vote

Prepared by: Gay Shanahan Assistant Director for
Financial Services

Approved: Donald A. Gillis Executive Director

Recommendation:

I recommend that the Board grant Preliminary Approval to
Olmsted Plaza Associates for the issuance of up to
\$110,000,000 of taxable revenue bonds.

The Project:

JMB/Urban Development Co. and Macorher Development Associates
propose to redevelop the 700,000 square foot structure now
known as the Sears Distribution Facility. The site is at
Boylston Street and Park Drive (Fenway) and is on
approximately 9 acres of land.

The proposed use of the building is medical and biomedical
research. The demand for research and development space in
the general Longwood area is strong and is projected to grow.

Donald L. Flynn

DP

1 A. Gillis

(Vice Director)

Boston

Development and
Commission
Vice President, Chairman
President, Vice Chairman
of the Commission
of the
of the
of the
of the

Development

Authority
A. B. B. Chairman
G. B. B. Vice Chairman
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Development

President
Vice President
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Development Commission

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Development Trust

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Olmstead Plaza Project
June 18, 1991
Page 2

The tenants of the building will be Brigham and Women's Hospital, Beth Israel Hospital and Harvard University. These tenants are the strongest credits in the Longwood area - all are "AA" or better rated. The Brigham will occupy the largest amount of space - 59% - followed by Beth Israel at 33%. Harvard will take 8% of the space. Operating leases are being carefully structured and negotiated, so as to allow reimbursement from federal (NIH) sources for "indirect costs" (which include rent).

Approximately one third of the building will be developed in this initial phase (300,000 s.f.) As the demand for space and availability of financing increases, the remainder of the building will be completed. A condominiumisation is contemplated to achieve this initial phased development.

Sources and Uses of Funds

The proposed financing structure is that of a taxable bond issue, probably enhanced with a letter of credit. The sources and uses are as follows:

Sources

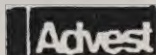
Bond Proceeds	\$103,000,000
Equity Contribution	<u>13,000,000</u>
	\$116,000,000

Uses

Bldg. Acquisition, linkage, taxes	\$20,000,000
Bldg. Rehab & Improvements	26,000,000
Construction Interest & fees	10,000,000
Tenant Improvements	34,000,000
Management & fee	8,000,000
Constr. & Arbitration contingency	6,500,000
Prof. fees & commission	<u>12,500,000</u>
	\$116,000,000

Employment

The developer and tenants are reviewing the Authority's Memorandum of Understanding Regarding Employment of Local Labor. The project is expected to generate approximately 450 full time positions and 150 part-time position.



ADVEST, INC.

A Subsidiary of The Advest Group, Inc.

June 18, 1991

280 Trumbull Street
Hartford, Connecticut 06103
(203) 525-1421

Mr. R. K. Umscheid
Executive Vice President
JMB/Urban Development Co.
Four Copley Place, Suite 600
Boston, Massachusetts 02116-6501

Re: \$110,000,000 (approximate)
City of Boston Industrial Development Finance Authority
Facility Revenue Bonds
(Olmsted Plaza Associates Project - 1991 Taxable Series A)

Dear Mr. Umscheid:

Advest, Inc. is pleased to have the opportunity to provide financing, through the issuance of taxable revenue bonds by the City of Boston Industrial Development Finance Authority ("Issuer") for the purpose of providing the construction and permanent financing associated with the initial phase of the Olmsted Plaza Development (the "Project") to be located in Boston, Massachusetts. This letter will confirm the mutual agreement and understanding between Advest, Inc. ("Advest") and the Olmsted Plaza Associates ("Olmsted"), with respect to the services Advest will provide in connection with the issuance of taxable facility revenue bonds to finance the above-referenced project.

In connection with this financing, Advest will provide Olmsted with all necessary investment banking services including:

- 1.) Evaluation and advice with respect to the structure of the financing. This will include analysis of the necessary credit and marketing features of the proposed finance structure and analysis of the revenues necessary to support the financing.
- 2.) Assistance in the preparation of descriptive material for use by financial institutions or other institutions for the purpose of soliciting a credit support agreement, if necessary, to arrange a financing acceptable to Olmsted.
- 3.) Coordination of the financing with Bond Counsel and structuring the terms of the documentation to the satisfaction of all parties and to ensure that all agreements and documents interact properly. A financing timetable will be prepared in this regard and Advest will manage all document drafting meetings.

- 4.) Solicitation of potential investors for the Bonds. Advest and Olmsted will determine whether to market the Bonds on a private placement or public offering basis.
- 5.) Obtain rating(s) for the Bonds, if appropriate, from Moody's and/or Standard & Poor's.
- 6.) Representation at closing using best efforts to make certain that the financing is closed in a prompt and orderly fashion.

Advest anticipates serving as the senior managing underwriter in this transaction. It is further anticipated that the Bonds will be structured with a twenty-two (22) year final maturity, allowing for a two (2) year construction period and the proposed twenty (20) year tenant lease terms. The Bonds will be offered either (i) on an unenhanced basis, secured by a first mortgage lien on the space to be occupied and the lease agreements between Olmsted and the tenants; or (ii) the Bonds will be secured by a form of credit enhancement (bond insurance or bank letter of credit) should the lease agreements with the tenants not meet the demands of the direct placement market.

In consideration of the above-mentioned services, Olmsted will pay Advest an underwriting discount or a private placement fee at the time of the closing and delivery of the Bonds. Regardless of the debt structure selected by Olmsted, the underwriting discount or private placement fee will equal 1.00% of the par amount of the Bonds. The underwriting fee and/or private placement fee is the only compensation due Advest and is inclusive of compensation to effectively market and distribute the Bonds through the Advest network of retail and institutional brokers, a management fee for structuring the bond issue, an underwriting fee for purchasing the Bonds and legal and out-of-pocket expenses incurred by the underwriter.

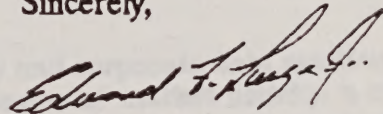
Olmsted will bear and be responsible for any expense of the financing including the cost associated with an Issuer's fee, Bond Counsel, the printing and mailing of the offering statement, trustee acceptance fee and other bond related expenses. Advest is not responsible for the bond related expenses, but will use its best efforts to minimize these costs.

Olmsted agrees to pay Advest a retainer fee equal to \$25,000 payable upon the execution of this agreement. In the event that prior to completion of the proposed taxable bond offering the offering is terminated for any reason, the retainer shall be used to reimburse Advest for its professional time committed, its out-of-pocket expenses and legal fees. Upon the completion, closing and delivery of the bond proceeds, the retainer shall be treated as a pre-paid portion of the underwriting discount and/or private placement fee.

To induce Advest to perform the services referred to above, Olmsted agrees to provide Advest the exclusive right to act as senior underwriter or placement agent regarding this transaction and not to contact, pursue or negotiate with anyone other than Advest regarding this financing or the provision of services similar to these described herein from the date of receipt by Advest of a signed copy of this agreement.

The undersigned hereby certifies that he/she is fully authorized to execute this agreement on behalf of Olmsted. This agreement will become effective upon receipt by Advest of a copy of this agreement, accepted in writing by Olmsted. This agreement may be terminated at any time by either party for any reason upon written notice, without liability or continuing obligation to either party (except for the aforementioned retainer fee and any bond related expenses incurred by Advest and specifically authorized by Olmsted as a reimbursable expense).

Sincerely,

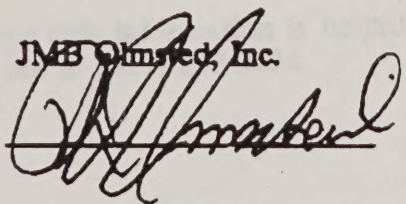


Edward F. Lange, Jr.
Vice President
Public Finance Department

**Agreed and Accepted
Olmsted Plaza Associates**

JMB/Olmsted Limited Partnership

By: JMB Olmsted, Inc.

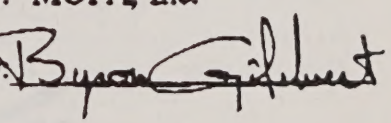
By: 

Title: _____

Date: June 26, 1991

Macomber-Olmsted Plaza Limited Partnership

By: MOPA, Inc.

By: 

Title: _____

Date: June 26, 1991

Advest

ADVEST, INC.

A Subsidiary of The Advest Group, Inc.

October 10, 1991

60 State Street
Boston, Massachusetts 02109
(617) 742-9900

Ms. Susan L. Houston, Development Manager
JMB/Urban Development Co.
Four Copley Place, Suite 600
Boston, Massachusetts 02116-6501

Re: \$119,645,000*
CITY OF BOSTON INDUSTRIAL DEVELOPMENT FINANCING AUTHORITY
LEASE REVENUE BONDS
(Olmsted Plaza Project - 1991 Taxable Series A)

Dear Susan:

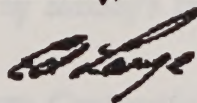
Attached please find a report regarding the Treasury and corporate debt markets for the week of September 30th. The report includes a discussion of market activity, a chart which tracks the movement of selected Treasury yields, and a table of new corporate debt issues for the week of September 30th.

As the information relates, the recent demand for investment grade taxable bonds remains intense. During the past few months, quality taxable issues have enjoyed narrow pricing off the treasury market and the spread between "Baa" rated issues and "Aa" rated issues has contracted considerably.

The size of the proposed offering is ideally suited for an institutional placement. Our recent conversations with prospective institutional investors have indicated that there is significant interest in the proposed offering.

I hope this information is helpful. Upon receipt, should you have any questions, please call me at (617) 248-2134.

Sincerely,



Edward F. Lange, Jr.
Vice President
Public Finance Department

* Estimated; subject to change

TAXABLE DEBT MARKET PRICING REPORT
WEEK OF SEPTEMBER 30, 1991

Treasury Market

The bullish sentiment that has plagued the Treasury market recently continued to push the yield on the 30-year Treasury bond down despite positive economic data. A stronger-than-expected Purchasing Manager Survey report and encouraging construction figures could not overcome the pessimism in the market as the 30-year Treasury yield fell to 7.79% on October 1st. The Purchasing Manager's Index, a measure of activity in the manufacturing sector, was reported at 55%, up from 54.8% in August. Furthermore, construction spending rose 0.3% in August when economists had forecasted a 0.4% decline.

The Treasury market did respond positively to the unexpected surge in August home sales reported on October 2nd. The yield on the 30-year Treasury bond rose to 7.82% as sales of new homes jumped 6.7% in August when economists expected only a modest increase.

The 30-year Treasury bond closed the week at 7.78% despite a promising September employment report. The unemployment rate, expected to rise 0.1% in September to 6.9%, fell 0.1% to 6.7%. This data coupled with a September increase in non-farm payrolls and upward revisions to the July and August payroll figures indicate that the economy is coming out of recession, albeit very slowly. Most economists believe the Federal Reserve will again ease interest rates as early as next week to help speed up economic recovery.

Corporate Market

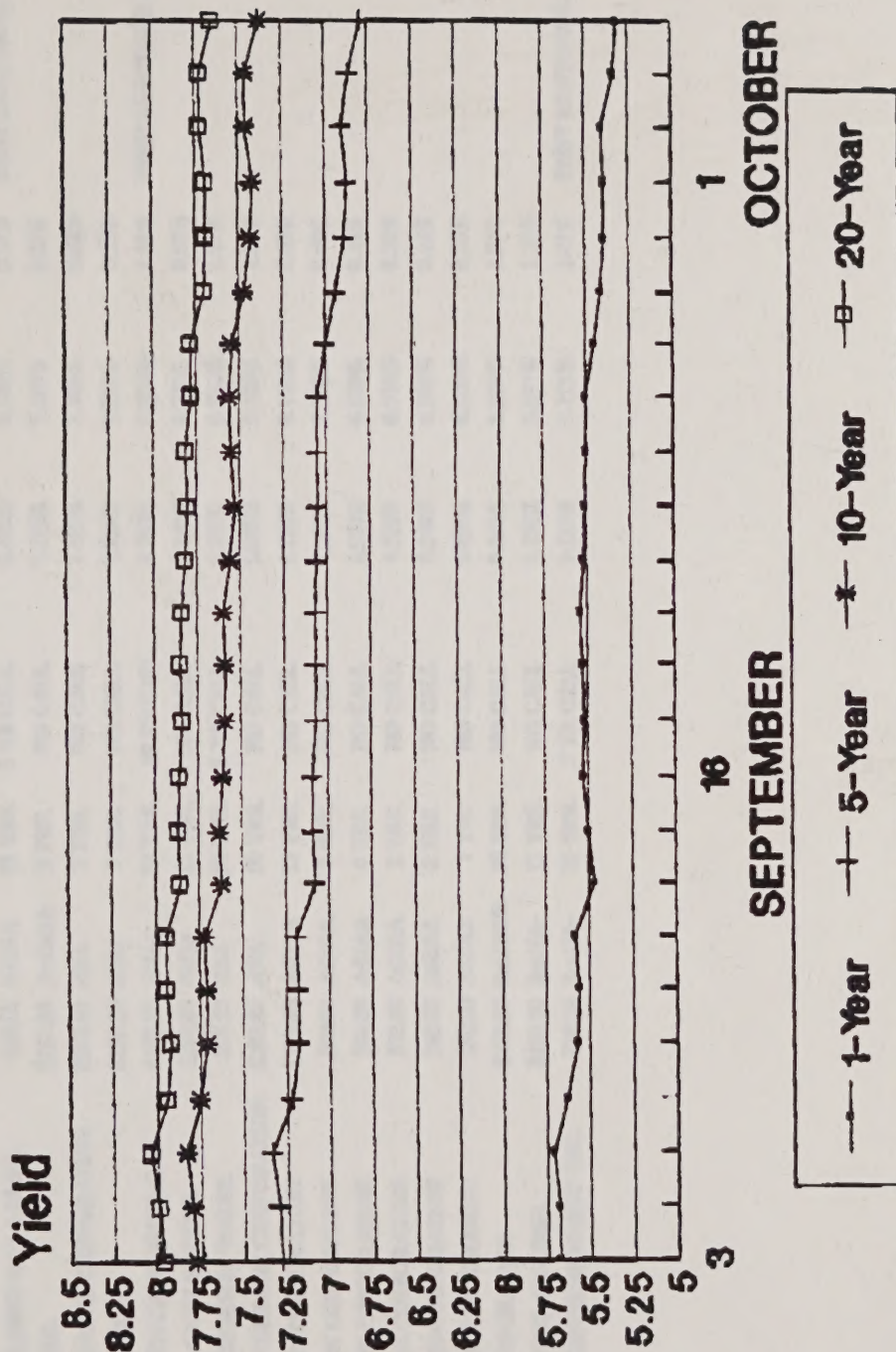
The corporate debt market was very active during the week of September 30th with more than \$3.2 billion in securities issued. Nearly \$1 billion in debt was issued on October 2nd by firms attracted by continued low interest rates. Triple-A rated Pfizer chose this date to make its first appearance in the corporate debt market in over ten years. Priced 27 basis points over the Treasury yield, Pfizer's \$250 million, five-year offering sold quickly. PepsiCo also issued \$250 million of debt on October 2nd. Maturing in 1998, this issue was priced 53 basis points over Treasury. PepsiCo is rated "A1/A" by Moody's Investors Service and Standard & Poor's Corporation, respectively.

The biggest single issuer of the week was Chevron Corporation. On October 3rd, Chevron issued \$970 million of corporate debt over several maturities. The largest piece of this six-part offering was a \$750 million, 13-year tranche priced 65 basis points over the Treasury yield. Chevron is rated "Aa2/AA."

The following pages include a chart which tracks the movement of selected Treasury yields (September 3rd - October 4th) and a table of new debt issues for the week of September 30th.

TREASURY YIELDS

SEPTEMBER 1, 1991 - OCTOBER 4, 1991



Date	Issuer	Amount (Millions)	Rating	Fixed Rate		Call	Coupon	Yield	Spread Off		Comments
				Period	Index				Current Yield	Term Yield	
09/30/91	MOBILE OIL CORPORATION	\$200.00	A-2/AA	4 YRS.		NO CALL	6.750%	6.825%	0.25%		FIRST MORTGAGE BONDS
09/30/91	FORD MOTOR CREDIT CO.	\$300.00	A2/A	5 YRS.		NO CALL	8.000%	8.106%	1.20%		
09/30/91	COMMONWEALTH EDISON CO.	\$100.00	A3/A-	15 YRS.		NO CALL	8.250%	8.309%	0.84%		
09/30/91	COMMONWEALTH EDISON CO.	\$100.00	A3/A-	30 YRS.		5 YR CALL	8.750%	8.909%	1.15%		FIRST MORTGAGE BONDS
10/01/91	VARIETY CORPORATION	\$150.00	BUBB	7 YRS.		5 YR CALL	11.375%	11.737%	4.53%		
10/01/91	IOWA-ILLINOIS GAS & ELEC.	\$80.00	A-2/AA	10 YRS.		5 YR CALL	8.125%	8.179%	0.72%		
10/02/91	PFIZER INC.	\$250.00	Aaa/AAA	5 YRS.		NO CALL	7.125%	7.180%	0.27%		FIRST MORTGAGE BONDS
10/02/91	ITT FINANCIAL CORPORATION	\$200.00	A2/A	3 YRS.		NO CALL	7.125%	7.145%	0.92%		
10/02/91	PERFECT INC.	\$250.00	A1/A	7 YRS.		NO CALL	7.750%	7.779%	0.53%		
10/02/91	SOUTHERN CALIFORNIA GAS	\$150.00	A1/A+	30 YRS.		10 YR CALL	8.750%	8.900%	1.00%		FIRST MORTGAGE BONDS
10/02/91	TELICO CAPITAL CORP.	\$200.00	A1/A+	15 YRS.		NO CALL	8.250%	8.300%	0.85%		
10/02/91	ELIZABETHTOWN WATER	\$77.50	A3/A	30 YRS.		5 YR CALL	8.750%	8.880%	1.07%		
10/02/91	DAYTON HUDSON CORPORATION	\$100.00	A3/A	30 YRS.		NO CALL	9.000%	9.100%	1.30%		FIRST MORTGAGE BONDS
10/03/91	CHEVRON CORPORATION	\$750.00	A-2/AA	13 YRS.		NO CALL	8.110%	8.110%	0.65%		
10/03/91	CHEVRON CORPORATION	\$50.00	A-2/AA	5 YRS.		NO CALL	7.260%	7.280%	0.40%		
10/03/91	CHEVRON CORPORATION	\$30.00	A-2/AA	4 YRS.		NO CALL	6.980%	6.920%	0.38%		FIRST MORTGAGE BONDS
10/03/91	CHEVRON CORPORATION	\$50.00	A-2/AA	3 YRS.		NO CALL	6.510%	6.510%	0.30%		
10/03/91	CHEVRON CORPORATION	\$40.00	A-2/AA	2 YRS.		NO CALL	6.980%	6.940%	0.23%		
10/03/91	CHEVRON CORPORATION	\$30.00	A-2/AA	1 YR.		NO CALL	6.000%	6.000%	0.25%		FIRST MORTGAGE BONDS
10/03/91	ALCO CORPORATION	\$100.00	Baa1/BBB	30 YRS.		NO CALL	9.800%	9.800%	1.97%		
10/03/91	SOUTHWEST AIRLINES	\$100.00	Baa1/A-	12 YRS.		NO CALL	8.750%	8.847%	1.38%		
10/03/91	MDU RESOURCES GROUP INC.	\$28.00	Baa1/A-	25 YRS.		5 YR CALL	9.125%	9.125%	1.41%		

Historic Certi

TRINITY

FINANCIAL

*Real Estate Finance
Development Planning
Project Management*

August 30, 1991

BY FEDERAL EXPRESS

Mr. John Hnedak
Tax Act Review Staff
National Park Service - Mid-Atlantic Regional Office
The Custom House
Second and Chestnut Streets
Philadelphia, PA 19106

RE: Sears Mail Order Store (aka Olmsted Plaza) NPS No. 11186 MA

Dear Mr. Hnedak:

Over the past several weeks, you and I have discussed the proposed rehabilitation (the "Project") of a portion of the Sears Building located in Boston, Massachusetts (the "Property"). In order that the Project may begin, the proposed owners of that portion of the Property need assurance that the National Park Service (the "Park Service") will be able to certify the rehabilitation of that portion of the Property upon its completion. This letter reviews the status of the Project and seeks your concurrence in my understanding of the requirements of the Park Service in obtaining approval of the Part III - Request for Certification of Completed Work of the proposed rehabilitation.

Olmsted Plaza Associates, a Massachusetts limited partnership, ("OPA") submitted to the Park Service a plan for the rehabilitation of the Property, a certified historic structure. Under that plan, OPA intended to acquire and rehabilitate the entire Property in a manner consistent with the requirements of the Park Service under CFR Section 67.7. As a point of reference, this plan as described in OPA's application dated December 5, 1989 and subsequent amendment of October 29, 1990, was granted Part II - Description of Rehabilitation approval on December 10, 1990.

The severe decline in the real estate market in the Boston metropolitan area has forced OPA to revise the economic structure of the transaction. Rather than acquire and own the Property, OPA has decided to acquire and resell the Property without any rehabilitation by OPA directly. It is expected that the buyers will rehabilitate the Property in a manner that is consistent with architectural plans approved on December 10, 1990. The architectural plans which encompass the rehabilitation of the entire Property are no longer directly relevant since OPA has been forced to substantially revise its approved plan. However, these plans (the "Historic Master Plan") will serve as a guide for the development of the Property with respect to the treatment of the significant architectural features as identified in the Part II submission.

Mr. John Hnedak
August 30, 1991
Page 2

Under current economic conditions, OPA has not found any buyers willing to acquire the entire Property. To facilitate the development under these conditions, OPA will divide the Property into two or more condominiums of at least 200,000 square feet each. OPA intends that each buyer of a portion of the Property will rehabilitate that portion of the Property. The buyers, however, will be required as dictated by the operative real estate conveyance documents, to make any rehabilitation of their portion of the Property consistent with the Historic Master Plan with respect to all significant architectural features.

OPA has agreed to sell one condominium ("Portion A") to a newly formed Massachusetts partnership, Sub-Parcel 1A Associates Limited Partnership ("Partnership A"). Partnership A, whose general partner will either be OPA or a related entity, will not have an interest in any other portion of the Property. At this time OPA has not been able to identify additional buyer's for the remaining portions of the Property. Partnership A will substantially amend the current Part II application to describe only the rehabilitation of Portion A (please see attached). The rehabilitation of Portion A is all the work that is currently scheduled to take place at the Property. This rehabilitation plan is based entirely on the work described in the last amendment dated July 8, 1991. It is expected that the rehabilitation of Portion A will require more than 24 months making the rehabilitation a phased rehabilitation under 36 CFR Section 67.6 (b)(8). Other than the rehabilitation of Portion A, Partnership A has no intent, obligation, or right to make any rehabilitation expenditures to any other portion of the Property.

Upon completion of the rehabilitation of Portion A, Partnership A will request a final certification that the rehabilitation of Portion A is a certified rehabilitation pursuant to the provisions of 36 CFR Section 67.6. As required in 36 CFR Section 67.6(b)(7), Partnership A will submit with its request for certification a set of plans for any expected renovation of the other portions of the Property. As will be dictated by the operative real estate conveyance documents, any rehabilitation plans for the remaining portions of the Property will be consistent with the Historic Master Plan with respect to the significant historic features. Partnership A will not request any certification of the rehabilitation of Partnership A until such time as the rehabilitation is completed in compliance with the requirements of 36 CFR Section 67.6(b)(7).

Based on our conversations, I understand that the Park Service can accept, review, and approve Partnership A's Part II with respect to the proposed rehabilitation of Portion A provided that it is consistent with the Park Service's standards of

Mr. John Hnedak
August 30, 1991
Page 3

rehabilitation. As we have discussed, this final amended Part II should comply with those requirements because it uses the same standards and architectural plans as the approved submission of July 8, 1991. I further understand that Partnership A will be entitled to a Part III - Certification of Rehabilitation for the renovation of Portion A upon completion of that work, provided that the rehabilitation is consistent with the Part II and that no work has been completed or scheduled for the remaining portions of the Property that is inconsistent with the Historic Master Plan.

As we have discussed, OPA continues to look for other buyers for the Property's remaining portions. When such other buyers acquire the remaining portions of the Property, they will be required under the operative real estate conveyance documents to make any rehabilitation of those portions of the Property conform to the Historic Master Plan. If OPA does not sell the remaining portion of the Property, it does not currently intend to perform any rehabilitation work other than that needed to maintain the Property. The delay in completion of the rehabilitation of the remaining portions will not, however, adversely affect the appearance of Portion A's rehabilitation.

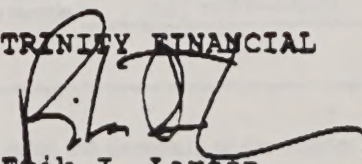
Please let me know as soon as possible if any of the foregoing is inconsistent with your understanding of the Park Services's procedural rules as related to the proposed rehabilitation of Portion A. In particular, I need assurance that I correctly understand that the Park Service will issue a Certification of the Rehabilitation of Portion A assuming that the rehabilitation of Portion A is consistent with its Part II and that any work completed or planned for the remaining portions of the Property is consistent with the Historic Master Plan.

If my understanding is consistent with yours, please sign the enclosed copy of this letter in the space below to indicate your concurrence and return it to me in the enclosed envelope.

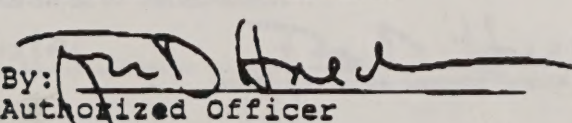
Thank you for your extremely helpful assistance.

Sincerely,

TRINITY FINANCIAL


Erik J. Larson

Acknowledged and concurred:
National Park Service

By: 
Authorized Officer

Oldest Plaza (Sears)

Property Name

309 Park Dr. & 201 Brookl

Property Address

Boston

Instructions. Read the instructions carefully before completing this sheet, or to amend an application already submitted. Photocopy.

Int. Use this sheet to continue sections of the Part 1 and Part 2 application.

This sheet: ☐ continues Part 1 ☐ continues Part 2 ☐ amends Part 1 ☒ is Part 2 NPS Project Number: 11186NA

This project includes demolition of existing non-historic structures and rehabilitation of the southeastern 1/3 of the Sears Building.

Describe work and impact on existing features:

- (1) Pave NE & NW portions of site with bituminous concrete for parking; provide trees & other landscaping as per site plan (A-1); raise grade 1'-6" along SW elevation.
- (3) Retain entire facade; repair bays 1-7 (from right) as required; (bays 8-21 not included).
- (4) Not included.
- (5) Remove infill brick from original clerestories in bays 3-5; install new steel & glass windows to match originals; remove brick infill from original show window in bay 1; install new wood & glass storefront; remove brick between piers from bays 2,6,8; install new wood & glass storefronts; remove all signage.
- (6) Bays 1-7: retain all masonry, repair & repoint as required; no new openings; (see Nos. 14,15 re pointing & cleaning); remove all light fixtures, retain scuppers.
- (7) Remove infill brick & metal louvers from bays 9,11-13; remove doors & sign from bays 7,8; retain & refurbish windows in bays 1-6; install new wood & glass storefronts in bays 1,11-13; install new wood & glass windows in bays 7,8; repair brick & stone around entry in bay 10, install new bronze & glass doors; remove loading dock & install handicap ramp.
- (8) Retain brick infill in bay 13, floors 2-8; replace metal louvers in bay 6 of fl. 2 with window to match others; retain all other masonry, repair & repoint as required (see Nos. 14,15 re pointing & cleaning); remove all light fixtures, retain scuppers.
- (9) Existing conditions to remain; temporarily infill existing openings; secure all existing doors, loading docks, etc.

Sub-Parcel 1A Associates

Name Limited Partnership

Signature

Robert A. Lee

Date 8/29/91

Street Four Copley Place, Suite 600

City Boston

State Massachusetts

Zip

02116

Daytime Telephone Number

617-262-6600

NPS Office Use Only

☒ The National Park Service has determined that these project amendments meet the Secretary of the Interior's "Standards for Rehabilitation."

☐ The National Park Service has determined that these project amendments do not meet the Secretary of the Interior's "Standards for Rehabilitation."

9/19/91

Date

National Park Service Authorized Signature

John D. Hurd

NAPO

National Park Service Office/Telephone No

☐ See Attachments

CONTINUATION/AMENDMENT SHEET

Olsted Plaza (Sears)

Property Name

Historic Preservation
Certification Application

309 Park Dr. & 201 Brookline Ave.,

Property Address

Boston

- (10) Existing conditions to remain.
- (11) Temporarily infill existing openings in bays 1-11, 13-15. Bays 16-22: install full-height steel & glass doors & windows in bays 16&17; install new steel & glass windows to match others in bays 18,19; install new loading docks with doors in bays 20,21; cut new opening for dumpster loading dock in bay 22 to match other loading docks; tooth in brick, match existing mortar color & joint profile.
- (12) Temporarily infill existing openings in bays 3,5,6,8-11,13,14. Bays 16-21: remove glazing from windows in bays 16-21 of floors 2&3, retain steel frames & sash; place new painted aluminum louvers behind existing window frames; install new metal panel & structural steel 3-story projecting vestibule on bay 17.
- (13) Retain, repair, replace all missing parts of limestone water table on all elevations; remove paint with Sure-Klean Heavy Duty Paint Stripper (ProSoCo), fresh water rinse, max 400 psi; reopen & repair areaway at bays 1-3 on SE elev., install new galvanized steel grating.
- (14) Salvage brick from demolished pipe tunnel, penthouses etc.; retain all sound original brick in walls except in areas for new storefronts, windows & doors; replace spalled & broken brick with salvaged brick or identically matched new brick; match mortar color & joint width & profile of original brick areas; replace tan 1950s-70s replacement brick with original brick as desired; repoint only as needed (no general repointing), matching original mortar color, texture & joint profile; general cleaning on NE elevation (bays 16-22) using SureKlean Restoration Cleaner (ProSoCo) & fresh water rinse 400 psi max (protect limestone); spot cleaning on other elevations as required.
- (15) Repair & repoint limestone as required, replace missing & broken elements in kind; spot cleaning as required with Sure Klean Limestone Restorer (ProSoCo) & fresh water rinse 400 psi max; (see No. 13 for paint removal from water table.)
- (16) SE 1/3 of roof: remove pipe tunnel, retain parapet, repair & repoint as required; remove existing gravel & roofing; repair slab as needed; apply single ply EDPM elastomeric membrane ballasted in place by roof pavers; reinforce parapet with steel braces anchored to roof slab as required; replace missing finials in kind.
- (17) SE 1/3 of roof: remove penthouses, repair & repoint as required; cut openings in slab & install metal & glass gable-roofed atrium skylight & metal elevator/stair penthouse.
- (18) Not included
- (19) SE 1/3 of bldg: retain steel windows on all elevations; remove paint, rust, putty; repaint & reglaze; install new metal & glass interior storm windows.
- (20) SE elev.: remove all metal signage, aluminum & glass doors & transoms, concrete platforms & steps; rebuild door frames & transoms in wood, install new bronze & glass doors according to original design, install new incised limestone "Olsted Plaza" panel over transom; build new granite stair with metal handrails.
NE elev.: install new 3-sty metal & glass vestibule with stainless steel & glass entry doors in bay 17.
- (21) SE 1/3 of bldg.: retain basic structural system; remove 12 columns ea. on fls. 1-8 for atrium & elevators, retain others; cut openings in slabs for atrium, new stairs, mechanical shafts, ducts etc.; repair structural cracks; install new concrete floor in Sec. D fl. 2 to match level of Sec. A; extend line of mass.

CONTINUATION/AMENDMENT SHEET

Historic Preservation Certification Application

Olmsted Plaza (Sears)

Property Name

309 Park Dr. & 201 Brookline Ave.,

Property Address

Boston

Instructions. Read the instructions carefully before completing. Type, or print clearly in black ink. Use this sheet to continue sections of the Part 1 and Part 2 application, or to amend an application already submitted. Photocopy additional sheets as needed.

This sheet: ☐ continues Part 1 ☐ continues Part 2 ☐ amends Part 1 ☒ amends Part 2 NPS Project Number: 11186MA

- (22) SE elev.: replace service entries in bays 7,8 with storefronts; add entry doors to new storefronts in bays 7 (SW) & 16 (NE).
- (23) SE 1/3 of bldg: rearrange floor plan at all levels to accommodate new uses.
- (24) Not included
- (25) Not included
- (26) Not included
- (27) SE 1/3 of bldg: retain all columns & piers; remove all interior masonry walls & non-masonry partitions; add metal stud gyp. bd. partitions as required; exposed concrete columns & ceilings to be painted.
- (28) to (30) SE 1/3 of bldg, floors 1-8: remove 12 columns each level for atrium, retain others; remove most interior walls & partitions; add 1 curtain wall assembly atrium, 1 set of 3 elevators & 1 service core along with halls; other space to be divided & finished by tenants.
- (38) Not included

Estimated cost of rehabilitation: \$105,000,000

Attached is a side letter pursuant to 36 CFR Section 67.6 (b)(7)

Attached is a set of 6 drawings showing the proposed work:

- | | |
|------------------------|------------------------------------|
| A-1 Site Plan | A-7 South Elevation (southwest) |
| A-3 First Floor Plan | A-8 West, East Elevations (NW, SE) |
| A-5 Typical Floor Plan | A-9 North Elevation (northeast) |

Sub-Parcel 1A Associates

Name Limited Partnership Signature *Patrick A. Lee* Date 8/29/91
Street Four Copley Place, Suite 600 City Boston
State Massachusetts Zip 02116 Daytime Telephone Number 617-262-6600

NPS Office Use Only

- ☒ The National Park Service has determined that these project amendments meet the Secretary of the Interior's "Standards for Rehabilitation."
- ☐ The National Park Service has determined that these project amendments do not meet the Secretary of the Interior's "Standards for Rehabilitation."

9/19/91
Date

John D. Hines
National Park Service Authorized Signature

9/19/91
National Park Service Office/Telephone No



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
MID-ATLANTIC REGION
NATIONAL REGISTER PROGRAMS
U.S. CUSTOM HOUSE, ROOM 251
2ND & CHESTNUT STREETS
PHILADELPHIA, PA 19106

F78(MAR-CRS)

December 10, 1990

Mr. Patrick Lee
Olmsted Plaza Associates
Four Copley Place
Boston, MA 02116

PROPERTY: Sears, Roebuck & Company Mail Order Store, 309 Park Drive, Boston, MA
CONTROL NUMBER: 11186MA

Dear Mr. Lee:

Thank you for submitting the Part 2 amendment [dated 29 October 1990] describing changes in the proposed rehabilitation of the above referenced property. We have reviewed this material and have determined that in its amended form, the proposed rehabilitation now conforms with the Secretary of the Interior's "Standards for Rehabilitation."

As you know, after reviewing your initial Part 2 submittal, our office determined that the proposed rehabilitation did not conform with the Secretary's "Standards" because of the planned replacement of the repairable historic steel windows and the construction of eighteen new storefronts [letter of July 3, 1990]. Your decision to retain and repair the historic windows fully addresses our concern with that component of the project. The reduction of the number of new storefronts from 18 to 12, while not an ideal solution from the standpoint of historic preservation, does lessen significantly the impact of new construction at the entrance level of the building's main facade, minimally meeting the "Standards".

A formal "Certification of Rehabilitation" can only be issued after the approved work is completed and the building is placed in service. At that time please submit the "Request for Certification of Completed Work" with photographs documenting the completed rehabilitation as proposed in your approved application and the approved amendments to the Massachusetts State Historical Commission.

Should you have any questions as the rehabilitation work continues, please contact the State Historical Commission or Dr. Dennis Montagna of this office at (215) 597-5824.

Sincerely,

for John D. Hnedak
Acting Chief, Technical Assistance Branch
Cultural Resources Management

cc:
TPS/WASO
MA/SHPO

APPENDIX N-2

Historic Landmark Information

1. Name of the Landmark _____

2. Address _____

3. City _____

4. State _____

5. Date of Landmark _____

6. Description of Landmark _____

7. Significance of Landmark _____

8. Other Information _____

9. Date of Survey _____

10. Surveyor's Name _____

11. Surveyor's Address _____

12. Surveyor's City _____

13. Surveyor's State _____

14. Surveyor's Date _____

15. Surveyor's Signature _____

16. Surveyor's Title _____

17. Surveyor's License Number _____

18. Surveyor's Contact Information _____

19. Surveyor's Date of Birth _____

20. Surveyor's Date of Death _____

VOTE OF DESIGNATION BY THE
BOSTON LANDMARKS COMMISSION

VOTED: That the Boston Landmarks Commission designate the portion of parcel 77 in ward 21, not occupied by the original Sears Building of 1929-30, as a protection area under 772 of the Acts of 1975 as amended.

VOTING IN FAVOR:	<u>Anthony Pisani</u>	<u>Pamela McDermott</u>
	<u>Stanley Moss</u>	<u>Pauline Harrell</u>
	<u>Jeanne Ryan</u>	<u>John Quatrone</u>
	<u>Daniel Ocasio</u>	<u>Thomas Ennis</u>
	<u>Andrea Gilmore</u>	<u></u>

VOTING IN
OPPOSITION:

<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

GENERAL CHARACTERISTICS
OF THE PROPERTY:

The property consists of the later additions to the Sears building (not part of the 1928-30 structure), and the remainder of parcel 77 in ward 21 which are paved parking areas; designation as a Protection Area protects the immediate environment of the adjacent Landmark.

BOUNDARIES OF THE DESIGNATED
PROPERTY:

The property consists of the later additions to the Sears building (not part of the 1928-30 structure), and the remainder of parcel 77 in ward 21.

INTERIOR ELEMENTS DESIGNATED:

None.

VOTE OF DESIGNATION BY THE
BOSTON LANDMARKS COMMISSION

GENERAL STANDARDS & CRITERIA TO BE APPLIED:
As described in the attachments entitled:

"Boston Landmarks Commission Standards & Criteria" and
"Specific Standards & Criteria, "
both included in the study report for the subject
property, as amended on October 10, 1989.

APPROVED BY THE BOSTON
LANDMARKS COMMISSION:

Date Approved:

October 10, 1989

Attest:

Judith B. Mc Donough
(Secretary to the Commission)

PRESENTED TO THE MAYOR:

NOV 17 1989

(Date)

APPROVED BY THE MAYOR:

Date Approved:

DEC 04 1989

Raymond P. Flynn
(Mayor)

PRESENTED TO CITY COUNCIL: DEC 06 1989

APPROVED/~~RECEIVED~~ BY CITY COUNCIL:

Date Approved:

DEC 18 1989

Attest:

[Signature]
(City Clerk)



Office of the Clerk

Room 601
Boston City Hall
Boston, Massachusetts 02201
617-725-4600

December 4, 1989

TO THE CITY COUNCIL

John P. Campbell
City Clerk

Submitted herewith for your consideration, please find the designation of the Sears, Roebuck & Co. Building at 309 Park Drive a Landmark, and the remainder of the Sears parcel (parcel 77 in Ward 21) a Protection Area.

The foregoing designation was approved by the Landmarks Commission on October 10, 1989 and, having been presented to the Mayor, was returned signed December 4, 1989.

In accordance with the provisions of Chapter 772 of the Acts of 1975, as amended, if not acted upon within thirty days (January 3, 1990), the designation shall be deemed as if approved.

John P. Campbell
City Clerk

cc. Judith McDonough, Executive Director
Boston Landmarks Commission



RECEIVED
CITY CLERK

NOV 15 1989

November 15, 1989

**Boston
Landmarks
Commission**

**City of Boston
The Environment
Department**

Boston City Hall/Room 805
Boston, Massachusetts 02201
617/725-3850

John Campbell, City Clerk
City of Boston
Room 601 - City Hall
Boston, MA 02201

Dear Mr. Campbell:

RE: Petition #141.88
The Sears, Roebuck & Co. Building
309 Park Drive, Boston

Petition #142.88
The Emerald Necklace Parks: Jamaica Pond, Olmsted Park, the
Riverway, and the Parkways
Jamaica Plain and the Fenway

In accordance with Section 4, Chapter 772 of the Acts of 1975, this
is to inform you that the designations for the subject properties
occurred on the following dates:

Sears Building & Protection Area - October 10, 1989
Emerald Necklace Parks & Protection Area - October 24, 1989.

The votes designating these Boston Landmarks are enclosed for
transmittal to the Mayor and as needed, the City Council.

Sincerely,

Judith B. McDonough
Executive Director
Boston Landmarks Commission
Environment Department



November 15, 1989

The Honorable Raymond L. Flynn
Mayor of the City of Boston
City Hall
Boston, MA 02201

RECEIVED
CITY CLERK'S OFFICE

NOV 15 1989 4:49

Dear Mayor Flynn:

Boston Landmarks Commission

City of Boston
The Environment
Department

Boston City Hall/Room 805
Boston, Massachusetts 02201
617/725-3850

On October 10, 1989, the Boston Landmarks Commission unanimously voted to designate the Sears, Roebuck & Co. building at 309 Park Drive a Landmark, and the remainder of the Sears parcel (parcel 77 in ward 21) a Protection Area under the provisions of Chapter 772 of the Acts of 1975, as amended.

The owners expressed support of the designation at the preliminary hearing, as did all those who testified at the public hearing on September 26, 1989.

The Sears, Roebuck & Co. Mail Order House is considered an excellent, early, and locally rare example of the Art Moderne style in Boston. Opened in 1928, this building is the last of ten mail order plants designed by George C. Nimmons for Sears. In addition to creating some 1200 new jobs in the Boston area when it opened, Sears patronized many of the local manufacturers and craftsmen to fill its orders. This light beige-gray brick and Indiana limestone building, with its soaring twelve story tower, remains the most prominent landmark in the West End.

Additional information, including the designated boundary and the standards and criteria for review of physical changes, is included in the study report attached.

According to statute, a designation approved by the Commission is presented to the Mayor for signing. If the Mayor disapproves, he is to file the designation form with the City Clerk with objections noted in writing. A designation neither signed nor filed shall be deemed approved by the Mayor after the sixteenth day.

The statute provides that within thirty days following the Mayor's approval, City Council can override a designation by a two-thirds vote. In the absence of action, the designation is approved after the thirty-first day.

The Boston Landmarks Commission urges that you approve the designation of the property submitted with this letter.

Sincerely,

Judith B. McDonough

Judith B. McDonough
Executive Director
Boston Landmarks Commission
Environment Department

Attachments: Vote - Landmark and Protection Area and Study Report

Disclosure Statement Concerning Beneficial Interest(s)

Olmsted Plaza Associates, is a Massachusetts general partnership, the general partners of which are JMB/Olmsted Limited Partnership and Macomber Olmsted Plaza Associates Limited Partnership and has an address c/o JMB/Urban Development Co., 900 North Michigan Avenue, Suite 1300, Chicago, Illinois 60611. The interests of each of the general partners are set forth below.

- I. JMB/Olmsted Limited Partnership, an Illinois General Partnership with an address c/o JMB/Urban Development Co., 900 North Michigan Avenue, Suite 1300, Chicago, Illinois 60611, retains a 50% interest in Olmsted Plaza Associates and is comprised of JMB/Olmsted, Inc. as general partner and JMB/Urban Development Partners.
 - A. JMB Olmsted, Inc., an Illinois corporation, with an address c/o JMB/Urban Development Co., 900 North Michigan Avenue, Suite 1300, Chicago, Illinois 60611, retains a 1% interest in JMB/Olmsted Limited Partnership and is owned in whole as follows:
 1. JMB Realty Corporation, a Delaware corporation with an address of 900 North Michigan Avenue, Chicago, Illinois 60611, retains a 75% interest in JMB Olmsted, Inc. (ownership of JMB Realty Corporation is set forth in Section I.B.1 hereof).
 2. 900 Partners Investments, an Illinois general partnership with an address of 900 North Michigan Avenue, Chicago, Illinois, retains a 25% interest in JMB Olmsted, Inc. 900 Partners Investments is held as follows:
 - a. Neil G. Bluhm and family hold a 33.56% interest in 900 Partners Investments;
 - b. Judd D. Malkin and family hold a 33.56% interest in 900 Partners Investments; and
 - c. The remaining 32.88% interest in 900 Partners Investments is held by the following persons, none of whom holds more than a 7½% interest therein:
 - (1) John G. Schreiber
 - (2) Stuart C. Nathan and family

- (3) Burton E. Glazov and family
- (4) A. Lee Sacks and family
- (5) Kelley A. Bergstrom
- (6) Alan I. Jaffe
- (7) Jerome J. Claeys, III
- (8) Bruce William Duncan
- (9) Donald F. Sinex
- (10) C. Paul Denckla, Jr.
- (11) Alvin B. Glatt
- (12) Vincent W. McBrien
- (13) Howard Kogen
- (14) John S. Lillard
- (15) Theodore Stern
- (16) H. Rigel Barber
- (17) Robert J. Chapman
- (18) Matthew S. Dominski
- (19) Glenn E. Emig
- (20) Douglas H. Cameron
- (21) Ira Schulman
- (22) M. Joseph Shrader
- (23) M. Saul Newman
- (24) H. Patrick Hackett, Jr.
- (25) Gary Nickele
- (26) Robert D. Oliver
- (27) Larry C. Beasley

- (28) Karen Marshall
- (29) Leonard W. Toblaski
- (30) Thomas S. Foster
- (31) John R. Tumey
- (32) John R. Cooke
- (33) Thomas M. Bennett
- (34) Robert D. Lutton
- (35) John E. Pomeranz
- (36) Gary M. Summers
- (37) Thomas J. Pabian
- (38) Neal M. Gumbin
- (39) James M. Bachner
- (40) Harold Fee
- (41) Jeffrey A. Gluskin
- (42) Darla Totusek Flanagan
- (43) James M. Whittington
- (44) Gallen J. Hull
- (45) Norm Geller
- (46) Edward Karl
- (47) John Kukral

B. JMB/Urban Development Partners, an Illinois general partnership with an address c/o JMB/Urban Development Co., 900 North Michigan Avenue, Suite 1300, Chicago, Illinois 60611, retains a 99% interest in JMB/Olmsted Limited Partnership and is comprised of:

- 1. JMB Realty Corporation, a Delaware corporation, with an address c/o JMB/Urban Development Co., 900 North Michigan Avenue, Suite 1300, Chicago,

Illinois 60611, as managing partner, retains a 14% interest in JMB/Urban Development Partners.

- a. 1975 Judd D. Malkin Insurance Trust retains a 25.23% interest in JMB Realty Corporation.
- b. Randi H. Malkin retains a 1.12% interest in JMB Realty Corporation.
- c. Stephen J. Malkin retains a 1.12% interest in JMB Realty Corporation.
- d. Barry A. Malkin retains a 1.12% interest in JMB Realty Corporation.
- e. Judd D. Malkin 1976 Childrens Trust retains a 6.39% interest in JMB Realty Corporation
- f. Neil G. Bluhm retains a 21.13% interest in JMB Realty Corporation.
- g. Andrew G. Bluhm retains less than a .1% interest in JMB Realty Corporation.
- h. Leslie N. Bluhm retains a 1.38% interest in JMB Realty Corporation.
- i. Meredith R. Bluhm retains less than a .1% interest in JMB Realty Corporation.
- j. Neil G. Bluhm 1976 Childrens Trust retains a 10.79% interest in JMB Realty Corporation.
- k. Neil G. Bluhm 1981 Childrens Trust retains a 1.59% interest in JMB Realty Corporation.
- l. The balance of JMB Realty Corporation is owned by the following employees of JMB Realty Corporation, or its affiliates, their families or trusts for their benefit ("JMB Realty Employees"). None of the JMB Realty Employees retains greater than a 7½% interest in JMB Realty Corporation. Only those parties indicated by the symbol @ may have greater than a 1% interest in the project.

- @ (1) H. Rigel Barber and family
- (2) Kelley A. Bergstrom

- @ (3) Jerome J. Claeys, III and family
- (4) Paul C. Denckla
- @ (5) Matthew Dominski
- @ (6) Bruce W. Duncan and family
- (7) Glenn Enig
- (8) Alvin Glatt
- @ (9) Burton E. Glazov and family
- (10) Alan I. Jaffe
- (11) Howard Kogen
- (12) Marvin Lederman and family
- (13) Vincent W. McBrien
- @ (14) Stuart C. Nathan and family
- (15) A. Lee Sacks and family
- @ (16) John G. Schrieber and family
- @ (17) Donald F. Sinex

2. 18th Street Associates, an Illinois general partnership with an address c/o JMB/Urban Development Co. retains an 80% interest in JMB/Urban Development Partners.

- a. Randi H. Malkin retains a 10.12% interest in 18th Street Associates.
- b. Stephen J. Malkin retains a 10.12% interest in 18th Street Associates.
- c. Barry A. Malkin retains a 10.12% interest in 18th Street Associates.
- d. Neil G. Bluhm retains a .33% interest in 18th Street Associates.
- e. Andrew G. Bluhm retains a 10.98% interest in 18th Street Associates.

- f. Leslie N. Bluhm retains a 10.98% interest in 18th Street Associates.
- g. Meredith R. Bluhm retains a 10.98% interest in 18th Street Associates.
- h. The balance of 18th Street Associates is owned by the following JMB Realty Employees. None of the JMB Realty Employees retains greater than a 7½% interest in 18th Street Associates. Only those parties indicated by the symbol @ may have greater than a 1% interest in the project.

- @ (1) H. Rigel Barber and family
- (2) Kelley A. Bergstrom
- @ (3) Jerome J. Claeys III and family
- (4) Paul C. Denckla
- @ (5) Matthew Dominski
- @ (6) Bruce W. Duncan and family
- (7) Glenn Enig
- (8) Alvin Glatt
- @ (9) Burton E. Glazov and family
- (10) Alan I. Jaffe
- (11) Howard Kogen
- (12) Marvin Lederman and family
- (13) Vincent W. McBrien
- @ (14) Stuart C. Nathan and family
- (15) A. Lee Sacks and family
- @ (16) John G. Schrieber and family
- @ (17) Donald F. Sinex
- (18) James Bachner

- (19) Thomas Bennett
- (20) Douglas H. Cameron
- (21) John Cooke
- (22) Harold Fee
- (23) Thomas Foster
- (24) George Gaines
- (25) Normal Geller
- (26) Darla Flanagan
- (27) Jeffrey A. Gluskin
- (28) Neal Gumbin
- (29) Patrick H. Hackett
- (30) Gailen Hull
- (31) Ed Karl
- (32) John Kukral
- (33) John S. Lillard
- (34) Robert D. Lutton
- (35) Saul M. Newman
- (36) Gary Nikele
- (37) Robert D. Oliver
- (38) Thomas Pabian
- (39) John Pomeranz
- (40) William S. Ramsayer
- (41) Jeffrey Rosenthal
- (42) Ira J. Shulman
- (43) Joseph M. Shrader

- (44) Theodore Stern
- (45) Gary Sumers
- (46) John R. Turner
- (47) James Whittington

2. Urban Equity Associates, an Illinois general partnership, with an address of JMB/Urban Development Co. retains a 6% interest in JMB/Urban Development Partners.

a. JMB Realty Corporation, the managing partner of Urban Equity Associates, retains a controlling interest in Urban Equity Associates.

b. The balance of Urban Equity Associates is owned by the following JMB Realty Employees. None of the JMB Realty Employees retains greater than a 7½% interest in Urban Equity Associates.

- (1) Daniel Baranowki
- (2) Frank Barrios
- (3) Daniel Braver
- (4) Ronald Brunswig
- (5) Randy Cundall
- (6) Jim Szech
- (7) Helen Dewitt
- (8) Maurice Fisher
- (9) Mark Flom
- (10) David Gensemer
- (11) Michael Hilborn
- (12) Adrian Hogg
- (13) Tom Howes

- (14) Paul Huber
- (15) Curt Jessup
- (16) Gordon Keiser
- (17) Joseph Kennedy
- (18) Carol Klau
- (19) Richard Kobe
- (20) Michael Laing
- (21) Charles Landfield
- (22) Michael Levin
- (23) Arnold Levy
- (24) Wayne Litzau
- (25) Rick Martin
- (26) Mark McCaslin
- (27) Charles McNulty
- (28) Steven Meixner
- (29) Harley Mullins
- (30) Robert Nadler
- (31) Deborah Newcomb
- (32) Thomas Omundson
- (33) Fred Panici
- (34) John Parapetti
- (35) David Perisho
- (36) Mark Podlin
- (37) Charles Porter
- (38) Jan C. Porter

- (39) Robert Powell
- (40) Oscar Reid
- (41) James Sands
- (42) Myron Sigal
- (43) Joseph M. Shrader
- (44) Leif Skalleberg
- (45) Raymond Stanis
- (46) Scott Stuckman
- (47) Rudolph Umschied

II. Macomber-Olmsted Plaza Associates Limited Partnership, a Massachusetts limited partnership with an address of c/o MOPA, Inc., Macomber Development Associates, L.P., One Main Street, Cambridge, Massachusetts retains a 50% interest in Olmsted Plaza Associates and is comprised of:

(Note: The address of all parties set forth below is c/o Macomber Development Associates, L.P., One Main Street, Cambridge, Massachusetts 02142.)

- A. MOPA, Inc., a Massachusetts corporation retains a 1% interest in Macomber-Olmsted Plaza Associates Limited Partnership.
 - 1. Macomber Properties Limited, L.P. (see below) retains a 100% interest in MOPA, Inc.
- B. Macomber Properties Limited, L.P., a Massachusetts limited partnership retains a 99% interest in Macomber-Olmsted Plaza Associates Limited Partnership.
 - 1. Macomber Development Associates, L.P., a Massachusetts limited partnership, retains a 99.0% interest in Macomber Properties Limited, L.P.
 - (a) BAG Holding Corp. retains a 1% interest in Macomber Development Associates, L.P.
 - (i) Byron Gilchrest retains a 33-1/3% interest in BAG Holding Corporation.

- (ii) Anthony Pangaro retains a 33-1/3% interest in BAG Holding Corporation.
- (iii) George Macomber retains a 33-1/3% interest in BAG Holding Corporation.
- (b) Byron Gilchrest retains a 19.520% interest in Macomber Development Associates, L.P.*
- (c) Anthony Pangaro retains a 9.617% interest in Macomber Development Associates, L.P.*
- (d) Macomber Family Partnership, L.P., a Massachusetts limited partnership, retains a 69.863% interest in Macomber Development Associates, L.P.*
 - (i) George Macomber retains a 96.673% interest in Macomber Family Partnership, L.P.
 - (ii) John D. Macomber retains a 1.109% interest in Macomber Family Partnership, L.P.
 - (iii) Grace M. Bird retains a 1.109% interest in Macomber Family Partnership, L.P.
 - (iv) George Macomber retains a 1.109% interest in Macomber Family Partnership, L.P.
- 2. Byron Gilchrest retains a .1972% interest in Macomber Properties Limited, L.P.
- 3. George Macomber retains a .7057% interest in Macomber Properties Limited, L.P.
- 4. Anthony Pangaro retains a .0971% interest in Macomber Properties Limited, L.P.
- 5. AEW #158 Trust, a Massachusetts nominee trust, the beneficiaries of which are certain domestic retirement pension trusts managed by Aldrich, Eastman, Waltch, Inc., holds a subordinated

* The ownership percentages can vary between these percentages and 36.432%, 31.284% and 31.284% respectively based on a complex formula.

debenture issued by Macomber Properties Limited, L.P., which is secured in part by a pledge of Macomber Properties Limited, L.P.'s interest in Macomber-Olmsted Plaza Associates Limited Partnership, and by a pledge by the partners of Macomber Properties Limited, L.P. of their interest in Macomber Properties Limited, L.P.

6. AEW #163 Trust, a Massachusetts nominee trust, the beneficiaries of which are certain domestic retirement pension trusts managed by Aldrich, Eastman, Waltch, Inc., is the holder of a warrant exercisable for a 50% interest in Macomber Properties Limited, L.P. The interests of the current equity holders would be diluted proportionately upon exercise.

II. Macomber-Olmsted Plaza Associates Limited Partnership, a Massachusetts limited partnership with an address of c/o MOPA, Inc., Macomber Development Associates, L.P., One Main Street, Cambridge, Massachusetts retains a 50% interest in Olmsted Plaza Associates and is comprised of:

(Note: The address of all parties set forth below is c/o Macomber Development Associates, L.P., One Main Street, Cambridge, Massachusetts 02142.)

- A. MOPA, Inc., a Massachusetts corporation retains a 1% interest in Macomber-Olmsted Plaza Associates Limited Partnership.
 1. Macomber Properties Limited, L.P. (see below) retains a 100% interest in MOPA, Inc.
- B. Macomber Properties Limited, L.P., a Massachusetts limited partnership retains a 99% interest in Macomber-Olmsted Plaza Associates Limited Partnership.
 1. Macomber Development Associates, L.P., a Massachusetts limited partnership, retains a 99.0% interest in Macomber Properties Limited, L.P.
 - (a) BAG Holding Corp. retains a 1% interest in Macomber Development Associates, L.P.
 - (i) Byron Gilchrest retains a 33-1/3% interest in BAG Holding Corporation.
 - (ii) Anthony Pangaro retains a 33-1/3% interest in BAG Holding Corporation.

- (iii) George Macomber retains a 33-1/3% interest in BAG Holding Corporation.
- (b) Byron Gilchrest retains a 19.520% interest in Macomber Development Associates, L.P.*
- (c) Anthony Pangaro retains a 9.617% interest in Macomber Development Associates, L.P.*
- (d) Macomber Family Partnership, L.P., a Massachusetts limited partnership, retains a 69.863% interest in Macomber Development Associates, L.P.*
 - (i) George Macomber retains a 96.673% interest in Macomber Family Partnership, L.P.
 - (ii) John D. Macomber retains a 1.109% interest in Macomber Family Partnership, L.P.
 - (iii) Grace M. Bird retains a 1.109% interest in Macomber Family Partnership, L.P.
 - (iv) George Macomber retains a 1.109% interest in Macomber Family Partnership, L.P.
- 2. Byron Gilchrest retains a .1972% interest in Macomber Properties Limited, L.P.
- 3. George Macomber retains a .7057% interest in Macomber Properties Limited, L.P.
- 4. Anthony Pangaro retains a .0971% interest in Macomber Properties Limited, L.P.
- 5. AEW #158 Trust, a Massachusetts nominee trust, the beneficiaries of which are certain domestic retirement pension trusts managed by Aldrich, Eastman, Waltch, Inc., holds a subordinated debenture issued by Macomber Properties Limited, L.P., which is secured in part by a pledge of Macomber Properties Limited, L.P.'s interest in

* The ownership percentages can vary between these percentages and 36.432%, 31.284% and 31.284% respectively based on a complex formula.

Macomber-Olmsted Plaza Associates Limited Partnership, and by a pledge by the partners of Macomber Properties Limited, L.P. of their interest in Macomber Properties Limited, L.P.

6. AEW #163 Trust, a Massachusetts nominee trust, the beneficiaries of which are certain domestic retirement pension trusts managed by Aldrich, Eastman, Waltch, Inc., is the holder of a warrant exercisable for a 50% interest in Macomber Properties Limited, L.P. The interests of the current equity holders would be diluted proportionately upon exercise.

APPENDIX P

Proposed 6A Contract

Contract Between the City of Boston and
Subparcel 1A Associates Limited Partnership Pursuant
to Section 6A of Chapter 121A of the Massachusetts General Laws

This Agreement made this _____ day of _____, 1991, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Subparcel 1A Associates Limited Partnership, a limited partnership formed under the laws of the Commonwealth of Massachusetts (hereinafter called the "1A Partnership") and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter called the "City").

WITNESSETH THAT:

WHEREAS, Olmsted Plaza Associates ("OPA") has caused to be filed with the Boston Redevelopment Authority (the "Authority") an application dated October 18, 1991 (the "Application") under the provisions of said Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, "Chapter 121A"), for approval of a project (the "Project"), more particularly described in the Application, including, but not limited to, acquisition of all or a portion of the Project Area (as defined in the Application), renovation of the Sears Building (as defined in the Application), construction of surface parking lots, and construction of up to two parking garages and construction of up to two new office/research and development buildings; and

WHEREAS, the Application requested the Authority's approval to the undertaking of the Project in three or more phases (the "Phases"), one of such Phases to be undertaken by the 1A Partnership pursuant to Section 18C of Chapter 121A and consisting of the acquisition of Unit 1A ("Unit 1A") of the Condominium to be created on the Olmsted Plaza Site (as defined in the Application), renovation of a portion of the Sears Building and construction of surface parking lots (collectively, "Phase 1A") the second of such Phases to be undertaken by OPA pursuant to Section 18C of Chapter 121A and consisting of the acquisition of Unit 1B of the Condominium to be created on the Olmsted Plaza Site, acquisition of the Van Ness Site (as defined in the Application) and Parcel B and Parcel C (each as defined in the Application), renovation of the remainder of the Sears Building, construction of up to two parking garages and

10/30/91 1A

reconfiguration of the surface parking lots ("Phase 1B"), and the third of such Phases to be undertaken by OPA pursuant to Section 18C of Chapter 121A and consisting of the construction of a new building on Parcel B and a new building on Parcel C ("Phase 2"); and

WHEREAS, the Project and the undertaking of Phase 1A by the 1A Partnership and Phase 1B and Phase 2 by OPA were approved by the Authority by vote on _____, 1991; and

WHEREAS, the Mayor of the City approved the Authority's approval on _____, 1991; and

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on _____, 1991, and such approval has become final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, pursuant to the provisions of Chapter 121A, the Authority is requiring the 1A Partnership to enter into this Agreement; and

WHEREAS, pursuant to the provisions of Chapter 121A the Authority is requiring OPA to enter into an agreement on substantially the same terms and conditions as this Agreement, insofar as applicable, with respect to Phase 1B and Phase 2.

NOW, THEREFORE:

1. The 1A Partnership hereby agrees with the City that:

(a) Subject to Paragraph 5 hereof, all activities of the 1A Partnership will be undertaken in accordance with the Application, the provisions of Chapter 121A as now in effect, and the Minimum Standards for the Financing, Construction, Maintenance and Management of Phase 1A of the Project set forth in the Report and Decision of the Authority approving the Project dated _____ (the "Approval"), which are incorporated herein by reference. Such activities of the 1A Partnership will include acquisition of rights to cause Phase 1A to be constructed on all or a portion of the Project Area by purchase, lease, easement or otherwise, carrying out Phase 1A as set forth in the Application, and causing Phase 1A to be constructed, maintained and managed.

(b) Subject to the provisions and limitations of this Agreement, the 1A Partnership will pay to the Commonwealth of Massachusetts for each calendar year during which the 1A Partnership is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise required under Section 10 of Chapter 121A (the "Excise Tax").

(c) Subject to the provisions and limitations of this Agreement, the 1A Partnership will pay to the City with respect to each calendar year during which the 1A Partnership is subject

to Chapter 121A and has the benefit of the tax exemption provided thereunder, the amount (the "Differential"), if any, by which the following amounts exceed the Excise Tax for the year preceding the year in which such Excise Tax is due:

(i) Construction Period:

<u>Calendar Year</u>	<u>Amount</u>
1992	\$240,000
1993	405,000

(ii) Occupancy Period. For calendar year 1994 and for each year thereafter during which Phase 1A is subject to Chapter 121A, the amount by which fourteen percent (14%) of the Gross Income, as hereinafter defined, exceeds the Excise Tax for the year preceding the year in which the payment of such Excise Tax is due.

For purposes of this Agreement Gross Income shall be defined as the annualized sum computed by multiplying the Phase 1A Net Rentable Area, as hereinafter defined, which is occupied by a Qualified Tenant, as hereinafter defined, and used for research and development activities (including such accessory and ancillary uses to such research and development use) by a Qualified Tenant as set forth in the Development Plan for PDA No. 36, as amended, by the annual rental rate of \$20.00 per square foot ("6A Rental Rate"), subject to a pro-rata adjustment due to a vacancy occurring during the calendar year. The Gross Income shall be adjusted by deducting therefrom the rent loss from vacant Net Rentable Area, provided, however, that such deduction for vacant Net Rentable Area does not exceed fifty percent (50%) of the potential Gross Income at 100% occupancy. The 6A Rental Rate shall be increased every five (5) years by the percentage increase applied to the base rental rate of the Net Rentable Area in accordance with the provisions of the lease between the Qualified Tenant and the 1A Partnership. Net Rentable Area shall be defined as the area of the premises as set forth in the lease by and between the Qualified Tenant and the 1A Partnership. Qualified Tenant shall be defined as a tenant engaged in scientific research and laboratory activities, including medical and biomedical research and development. The Brigham and Women's Hospital, Inc., Beth Israel Hospital Association and the President and Fellows of Harvard College, their affiliates, successors and assigns shall be deemed to be Qualified Tenants.

(d) Subject to the provisions and limitations of this Agreement, for any calendar year during which the 1A Partnership assumes or pays any taxes levied upon the real or personal property now part of Phase 1A ("Additional Taxes") in addition to the Excise Tax or the Differential imposed for the same period, the 1A Partnership will (i) pay to the Commonwealth of

Massachusetts for such period the Excise Tax; and (ii) pay to the City the Differential less the Additional Taxes paid by the 1A Partnership. In the event that the Additional Taxes exceed the Differential, the 1A Partnership shall be entitled to receive as a credit for each subsequent year the amount by which the Additional Taxes exceeds the Differential, and in a year in which no payment of the Differential is due, the City shall refund such excess to the 1A Partnership.

(e) The 1A Partnership will cause to be filed with the Assessing Department of the City of Boston (the "Assessing Department") within one hundred twenty (120) days of the end of each calendar year during which this Agreement is in effect a statement of the income and expenses of Phase 1A, and the amount invested in Phase 1A.

(f) The 1A Partnership will cause to be filed with the Assessing Department within one hundred twenty (120) days of the end of each such calendar year during which this Agreement is in effect an audited report with respect to the 1A Partnership prepared by a certified public accountant and certified by an officer of the 1A Partnership, consisting of a statement of profit and loss, a balance sheet, a statement of receipts and disbursements for the preceding calendar year, and a certified copy of the excise tax return as submitted to the Department of Revenue.

(g) The 1A Partnership will submit to the Commissioner of Assessing, or a representative of the Commissioner designated in writing, written authorization to examine all urban redevelopment excise tax returns and attachments thereto filed by the 1A Partnership with the Department of Revenue.

2. Any credit not applied in section 1(d) herein or any overpayment by the 1A Partnership with respect to any calendar year shall be refunded by the City to the 1A Partnership within thirty (30) days of the sending of notice to the City by the 1A Partnership of the discovery of such overpayment. In the event that the amount of any overpayment is not refunded prior to the date on which the next payment by the 1A Partnership becomes due under this Agreement, the 1A Partnership shall, notwithstanding anything else herein to the contrary, be entitled to offset the amount of such overpayment against such next payment.

3. The Assessing Department hereby determines, in accordance with the eighth paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property of Phase 1A shall be an amount not in excess of the following amounts:

(i) Fair Cash Value Date

Amount

January 1, 1992

\$ 5,300,000

January 1, 1993

5,300,000

January 1, 1994

7,300,000

(ii) January 1, 1995 until the date on which the property tax exemption provided to the 1A Partnership expires, an amount not more than the lesser of the following: (x) Twenty Million Dollars (\$20,000,000.00), or (y) the amount which when used in the computation of the Excise Tax results in an Excise Tax of not more than fourteen percent (14%) of the Gross Income, as defined herein.

The Assessing Department agrees to certify as to each of the foregoing fair cash value dates and amounts to the Department of Revenue and the 1A Partnership on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A. Notwithstanding the foregoing, each such certified fair cash value shall not exceed, but may be less than, a fair cash value for or with respect to each year within such periods resulting in an annual Excise Tax which shall not be in excess of the real estate taxes which would have been owing to the City with respect to the real and personal property of Phase 1A pursuant to Chapter 59 of the General Laws if Phase 1A were not subject to Chapter 121A. The Assessing Department acknowledges that Unit 1A together with its appurtenant rights constitutes all the real and personal property of the Phase 1A Project for which it is required to establish a fair cash value under the provisions of Section 10 of Chapter 121A.

4. The Assessing Department hereby determines, in accordance with the third paragraph of Section 10 of Chapter 121A, that the average of the assessed valuations of the land and all buildings comprising Unit 1A and other things erected thereon or affixed thereto on the three assessments dates (January 1, 1989, January 1, 1990, January 1, 1991) next preceding the acquisition thereof by 1A Partnership shall be \$7,740,000. In the event that, subsequent to the execution of this Agreement, abatements are issued for the three assessment dates referenced herein, the three year average shall be adjusted accordingly.

5. The obligations of the 1A Partnership under this Agreement and the Application are conditioned in all respects upon the acquisition of Unit 1A by the 1A Partnership and the issuance of all permissions, variances, permits and licenses which may be required with respect to the construction, maintenance and management of Phase 1A, whether or not the same were specified in the Application, upon Phase 1A being exempt from taxation under Section 10 of Chapter 121A, and upon the gross income of the 1A Partnership for purposes of Section 10 of Chapter 121A being limited to gross income actually received by the 1A Partnership. The 1A Partnership shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of Phase 1A, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the 1A Partnership's reasonable control. The 1A Partnership agrees to use reasonable

10/30/91 1A

efforts to cause all such permissions, variances, permits and licenses to be secured and all such delays to be overcome.

6. This Agreement shall continue for a term commencing on the effective date of the Approval and shall terminate on the date on which the property tax exemption provided to the 1A Partnership under Chapter 121A terminates. Neither Phase 1A nor the 1A Partnership shall thereafter be subject to the obligations of Chapter 121A nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of this Agreement as provided for in Chapter 121A. If Unit 1A is not acquired by the 1A Partnership within two (2) years from the date of the Approval, this Agreement shall be null and void and of no further force and effect.

7. The 1A Partnership and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of Chapter 121A of the General Laws or of Chapter 652 of the Acts of the 1960 or of the Rules, Regulations and Standards now applicable to the Project shall not affect this Agreement.

8. All notices required or permitted pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid., by registered or certified mail, addressed in the case of the City to One City Hall Square, Boston, Massachusetts, and in the case of the 1A Partnership, c/o JMB/Urban Development Company, Four Copley Place, Suite 600, Boston, Massachusetts, Attention: Project Director, with separate copies to: JMB/Realty Corp., 900 No. Michigan Avenue, Chicago, Illinois 60611-1581, Melvin R. Shuman, Esq., c/o Hale and Dorr, 60 State Street, Boston, Massachusetts, 02109, and James H. Greene, Esq., c/o Rubin and Rudman, 50 Rows Wharf, Boston, Massachusetts, 02110, and in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

9. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each and every obligation and condition contained in this Agreement or in any agreement or undertaking relating to the Approval is and shall be construed to be a separate and independent covenant and shall apply separately to the 1A Partnership and OPA, and a default by OPA under the Approval or under any such agreement or undertaking shall not constitute a default by the 1A Partnership. The liability of the 1A Partnership hereunder or its successors or assigns (including, without limitation, mortgagees) shall be limited solely to the assets and property of the 1A Partnership with respect to Phase 1A, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the 1A Partnership, from time to time, or any such person's or entity's separate assets or

property, shall have or be subject to any personal liability of the 1A Partnership hereunder. After the transfer of Unit 1A as approved by the Authority, the 1A Partnership shall no longer be subject to the obligations hereof and shall have no further liability hereunder, the City agreeing to look solely to such transferee.

EXECUTED as a sealed instrument the day and year first above written.

CITY OF BOSTON

By: _____
Mayor

By: _____
Commissioner of Assessing

SUBPARCEL 1A ASSOCIATES LIMITED
PARTNERSHIP,
a Massachusetts limited partnership

By: Olmsted Plaza 1A Associates, a
Massachusetts general
partnership, its general
partner

By: JMB/Olmsted 1A Limited
Partnership, its general
partner

By: JMB/Olmsted 1A, Inc.

By: _____
Its: President

By: Macomber-Olmsted Plaza 1A
Limited Partnership, its
general partner

By: MOPA, Inc.

By: _____
Its: President

APPENDIX Q

Proposed 6A Contract

Contract Between the City of Boston and
Olmsted Plaza Associates Pursuant to
Section 6A of Chapter 121A of the Massachusetts General Laws

This Agreement made this _____ day of _____, 1991, under Sections 6A, 10, 15 and 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Olmsted Plaza Associates, a general partnership formed under the laws of the Commonwealth of Massachusetts (hereinafter called ("OPA")) and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter called the "City").

WITNESSETH THAT:

WHEREAS, Olmsted Plaza Associates ("OPA") has caused to be filed with the Boston Redevelopment Authority (the "Authority") an application dated October 18, 1991 (the "Application") under the provisions of said Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, "Chapter 121A"), for approval of a project (the "Project"), more particularly described in the Application, including, but not limited to, acquisition of all or a portion of the Project Area (as defined in the Application), renovation of the Sears Building (as defined in the Application), construction of surface parking lots, and construction of up to two parking garages and construction of up to two new office/research and development buildings; and

WHEREAS, the Application requested the Authority's approval to the undertaking of the Project in three or more phases (the "Phases"), one of such Phases to be undertaken by Subparcel 1A Associates Limited Partnership (the "1A Partnership") pursuant to Section 18C of Chapter 121A and consisting of the acquisition of Unit 1A ("Unit 1A") of the Condominium to be created on the Olmsted Plaza Site (as defined in the Application), renovation of a portion of the Sears Building and construction of surface parking lots (collectively, "Phase 1A") the second of such Phases to be undertaken by OPA pursuant to Section 18C of Chapter 121A and consisting of the acquisition of Unit 1B of the Condominium to be created on the Olmsted Plaza Site, the Van Ness Site (as defined in the Application) and Parcel B and Parcel C (each as defined in the Application) (collectively, the OPA Property), renovation of the remainder of the Sears Building, construction of up to two parking garages and reconfiguration of the surface

parking lots ("Phase 1B"), and the third of such Phases to be undertaken by OPA pursuant to Section 18C of Chapter 121A and consisting of the construction of a new building on Parcel B and a new building on Parcel C ("Phase 2"); and

WHEREAS, the Project and the undertaking of Phase 1A by the 1A Partnership and Phase 1B and Phase 2 by OPA were approved by the Authority by vote on _____, 1991; and

WHEREAS, the Mayor of the City approved the Authority's approval on _____, 1991; and

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on _____, 1991, and such approval has become final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, pursuant to the provisions of Chapter 121A, the Authority is requiring OPA to enter into this Agreement; and

WHEREAS, pursuant to the provisions of Chapter 121A the Authority is requiring the 1A Partnership to enter into an agreement on substantially the same terms and conditions as this Agreement, insofar as applicable, with respect to Phase 1A.

NOW, THEREFORE:

1. OPA hereby agrees with the City that:

(a) Subject to Paragraph 5 hereof, all activities of OPA will be undertaken in accordance with the Application, the provisions of Chapter 121A as now in effect, and the Minimum Standards for the Financing, Construction, Maintenance and Management of Phase 1B and Phase 2 of the Project set forth in the Report and Decision of the Authority approving the Project dated _____ (the "Approval"), which are incorporated herein by reference. Such activities of OPA will include acquisition of rights to cause Phase 1B and Phase 2 to be constructed on all or a portion of the Project Area by purchase, lease, easement or otherwise, carrying out Phase 1B and Phase 2 as set forth in the Application, and causing Phase 1B and Phase 2 to be constructed, maintained and managed.

(b) Subject to the provisions and limitations of this Agreement, OPA will pay to the Commonwealth of Massachusetts for each calendar year during which OPA is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise required under Section 10 of Chapter 121A (the "Excise Tax").

(c) Subject to the provisions and limitations of this Agreement, OPA will pay to the City with respect to each calendar year during which OPA is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the amount (the

"Differential"), if any, by which the following amounts exceed the Excise Tax for the year preceding the year in which such Excise Tax is due:

(i) Initial Period:

<u>Calendar Year</u>	<u>Amount</u>
1992	\$300,000
1993	300,000
1994	420,000

provided, however, in the event that portions of Phase 1B or Phase 2 are prepared by OPA for occupancy by Qualified Tenants during any of the above referenced years, then the amount for the period of construction or renovation and the period of occupancy shall be determined in the same manner and basis, including determination of gross income and rental rates, as the amount determined for Phase 1A for such similar periods in accordance with the terms of the 6A Contract by and between the City and the 1A Partnership.

(ii) Occupancy Period. For the calendar years during which the area of the Phase is occupied, the amount for the period of occupancy shall be determined in the same manner and basis as the amount determined for Phase 1A for such occupancy period in accordance with the terms of the 6A Contract by and between the City and the 1A Partnership.

For purposes of this Agreement and consistent with the definition set forth in the 6A Contract by and between the City and the 1A Partnership, Gross Income shall be defined as the annualized sum computed by multiplying the Phase 1B and Phase 2 Net Rentable Area, as hereinafter defined, which is occupied by a Qualified Tenant, as hereinafter defined, and used for research and development activities (including such accessory and ancillary uses to such research and development use) by a Qualified Tenant as set forth in the Development Plan for PDA No. 36, as amended, by the annual rental rate of \$20.00 per square foot, or the annual rental rate then in effect for Phase 1A Qualified Tenants, ("6A Rental Rate"), subject to a pro-rata adjustment due to a vacancy occurring during the calendar year. The Gross Income shall be adjusted by deducting therefrom the rent loss from vacant Net Rentable Area, provided, however, that such deduction for vacant Net Rentable Area does not exceed fifty percent (50%) of the potential Gross Income at 100% occupancy. The 6A Rental Rate shall be increased every five (5) years by the percentage increase applied to the base rental rate of the Net Rentable Area in accordance with the provisions of the lease between the Qualified Tenant and OPA. Net Rentable Area shall be defined as the area of the premises as set forth in the lease by and between the Qualified Tenant and the 1A Partnership. Qualified Tenant shall be defined as a tenant engaged in scientific research and laboratory activities, including medical

and biomedical research and development. The Brigham and Women's Hospital, Inc., Beth Israel Hospital Association and the President and Fellows of Harvard College, their affiliates, successors and assigns shall be deemed to be Qualified Tenants. The gross income, rental rate and the percentage used to determine the amount upon which the Differential is calculated for tenants other than Qualified Tenants shall be subject to the City's approval.

(d) Subject to the provisions and limitations of this Agreement, for any calendar year during which OPA assumes or pays any taxes levied upon the real or personal property now part of Phase 1B and Phase 2 ("Additional Taxes") in addition to the Excise Tax or the Differential imposed for the same period, OPA will (i) pay to the Commonwealth of Massachusetts for such period the Excise Tax; and (ii) pay to the City the Differential less the Additional Taxes paid by OPA. In the event that the Additional Taxes exceed the Differential, OPA shall be entitled to receive as a credit for each subsequent year the amount by which the Additional Taxes exceeds the Differential, and in a year in which no payment of the Differential is due, the City shall refund such excess to OPA.

(e) OPA will cause to be filed with the Assessing Department of the City of Boston (the "Assessing Department") within one hundred twenty (120) days of the end of each calendar year during which this Agreement is in effect a statement of the income and expenses of Phase 1B and Phase 2, and the amount invested in Phase 1B and Phase 2

(f) OPA will cause to be filed with the Assessing Department within one hundred twenty (120) days of the end of each such calendar year during which this Agreement is in effect an audited report with respect to OPA prepared by a certified public accountant and certified by an officer of OPA, consisting of a statement of profit and loss, a balance sheet, a statement of receipts and disbursements for the preceding calendar year, and a certified copy of the excise tax return as submitted to the Department of Revenue.

(g) OPA will submit to the Commissioner of Assessing, or a representative of the Commissioner designated in writing, written authorization to examine all urban redevelopment excise tax returns and attachments thereto filed by OPA with the Department of Revenue.

2. Any credit not applied in section 1(d) herein or any overpayment by OPA with respect to any calendar year shall be refunded by the City to OPA within thirty (30) days of the sending of notice to the City by OPA of the discovery of such overpayment. In the event that the amount of any overpayment is not refunded prior to the date on which the next payment by OPA becomes due under this Agreement, OPA shall, notwithstanding anything else herein to the contrary, be entitled to offset the

amount of such overpayment against such next payment.

3. The Assessing Department hereby determines, in accordance with the eighth paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property of Phase 1B and Phase 2 shall be an amount not in excess of the following amount: \$8,500,000 as of January 1, 1992 and for each succeeding January 1 of the year next following until the January 1 of the year subsequent to the year during which the OPA Property or portions thereof are prepared by OPA for occupancy by Qualified Tenants or by other tenants. The fair cash value for the January 1 and each succeeding January 1 subsequent to the year during which the OPA Property or portions thereof are prepared by OPA for occupancy by Qualified Tenants or by other tenants shall be determined by OPA and the City, provided, however, that such fair cash value shall not be more than an amount which when used in the computation of the Excise Tax would result in an Excise Tax of not more than the amount agreed to in Section 1(c) herein.

The Assessing Department agrees to certify as to each of the foregoing fair cash value dates and amounts to the Department of Revenue and OPA on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A. Notwithstanding the foregoing, each such certified fair cash value and the fair cash value to be determined by the City and OPA shall not exceed, but may be less than, a fair cash value for or with respect to each year within such periods resulting in an annual Excise Tax which shall not be in excess of the real estate taxes which would have been owing to the City with respect to the real and personal property of Phase 1B and Phase 2 pursuant to Chapter 59 of the General Laws if Phase 1B and Phase 2 were not subject to Chapter 121A. The Assessing Department acknowledges that the OPA Property constitute all the real and personal property of the Project for which it is required to establish a fair cash value under the provisions of Section 10 of Chapter 121A.

4. The Assessing Department hereby determines, in accordance with the third paragraph of Section 10 of Chapter 121A, that the average of the assessed valuations of the land and all buildings comprising the OPA Property and other things erected thereon or affixed thereto on the three assessments dates (January 1, 1989, January 1, 1990, January 1, 1991) next preceding the acquisition thereof by 1A Partnership shall be \$30,315,500. In the event that, subsequent to the execution of this Agreement, abatements are issued for the three assessment dates referenced herein, the three year average shall be adjusted accordingly.

5. The obligations of OPA under this Agreement and the Application are conditioned in all respects upon the acquisition of the OPA Property by OPA and the issuance of all permissions, variances, permits and licenses which may be required with

respect to the construction, maintenance and management of Phase 1B and Phase 2, whether or not the same were specified in the Application, upon the OPA Property being exempt from taxation under Section 10 of Chapter 121A, and upon the gross income of OPA for purposes of Section 10 of Chapter 121A being limited to gross income actually received by OPA. OPA shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of Phase 1B and Phase 2, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond OPA's reasonable control. OPA agrees to use reasonable efforts to cause all such permissions, variances, permits and licenses to be secured and all such delays to be overcome.

6. This Agreement shall continue for a term of commencing on the effective date of the Approval and shall terminate on the date on which the property tax exemption provided to OPA under Chapter 121A terminates. Neither Phase 1B nor OPA shall thereafter be subject to the obligations of Chapter 121A nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions, and obligations of this Agreement as provided for in Chapter 121A. If the OPA Property is not acquired by OPA within two (2) years from the date of the Approval, this Agreement shall be null and void and of no further force and effect.

7. OPA and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of Chapter 121A of the General Laws or of Chapter 652 of the Acts of the 1960 or of the Rules, Regulations and Standards now applicable to the Project shall not affect this Agreement.

8. All notices required or permitted pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid., by registered or certified mail, addressed in the case of the City to One City Hall Square, Boston, Massachusetts, and in the case of OPA, c/o JMB/Urban Development Company, Four Copley Place, Suite 600, Boston, Massachusetts, Attention: Project Director, with separate copies to: JMB/Realty Corp., 900 No. Michigan Avenue, Chicago, Illinois 60611-1581, Melvin R. Shuman, Esq., c/o Hale and Dorr, 60 State Street, Boston, Massachusetts, 02109, and James H. Greene, Esq., c/o Rubin and Rudman, 50 Rowes Wharf, Boston, Massachusetts, 02110, . and in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

9. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each and every obligation and condition contained in this Agreement, in the Approval or in any

agreement or undertaking relating to the Approval is and shall be construed to be a separate and independent covenant and shall apply separately to the OPA and the 1A Partnership, and a default by the 1A Partnership under the Approval or under any such agreement or undertaking shall not constitute a default by OPA. In addition, each and every obligation and condition contained in this Agreement, in the Approval or in any agreement or undertaking relating to the Approval is and shall be construed to be a separate and independent covenant and shall apply separately to the owner of any severable portion of the Project and a default by the owner of one such portion hereunder, under the Approval or under any such agreement or undertaking shall not constitute a default by OPA, unless OPA is the owner of such portion, or by the owner of any other such portion. The liability of OPA hereunder or its successors or assigns (including, without limitation, mortgagees) shall be limited solely to the assets and property of OPA with respect to Phase 1B and Phase 2, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of OPA, from time to time, or any such person's or entity's separate assets or property, shall have or be subject to any personal liability of OPA hereunder. After the transfer of the OPA Property in accordance with the Approval by the Authority or as otherwise approved by the Authority, OPA shall no longer be subject to the obligations hereof and shall have no further liability hereunder, the City agreeing to look solely to such transferee. After any transfer of any portion of the OPA Property in accordance with the Approval or as otherwise approved by the Authority, OPA shall no longer be subject to the obligations hereof with respect to such portion and shall have no further liability hereunder with respect to such portion, the City agreeing to look solely to such transferee.

EXECUTED as a sealed instrument the day and year first above written.

CITY OF BOSTON

By: _____
Mayor

By: _____
Commissioner of Assessing

OLMSTED PLAZA ASSOCIATES
a Massachusetts general partnership

By: JMB/Olmsted Limited
Partnership, its general
partner

By: JMB/Olmsted, Inc.

10/30/91 1B

By: _____
Its: President

By: Macomber-Olmsted Plaza
Associates Limited Partnership

By: MOPA, Inc.

By: _____
Its: President

COOPERATION AGREEMENT
FOR
PLANNED DEVELOPMENT AREA NO. 36
OLMSTED PLAZA

AGREEMENT made as of the 13th day of December, 1989 by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority") and OLMSTED PLAZA ASSOCIATES, a Massachusetts general partnership consisting of JMB/Olmsted Limited Partnership, an Illinois general partnership with JMB Realty Corporation, a Massachusetts corporation, as its general partner, and Macomber Olmsted Plaza Associates Limited Partnership, a Massachusetts limited partnership with Macomber Development Associates, a Massachusetts corporation, as its general partner, its successors and assigns (the "Applicant").

WHEREAS, the Applicant wishes to undertake the development of a certain parcel of land in the City of Boston bounded by Park Drive, Brookline Avenue, Fullerton Street, and the Riverside or "D" branch of the MBTA Green Line (the "Site"), as more particularly described in Exhibit A attached hereto;

WHEREAS, the Applicant submitted to the Authority an Application Letter for designation as Planned Development Area Number 36 dated October 24, 1989 as supplemented November 9, 1989 requesting approval of a Development Plan and Development Impact Project Plan (the "Development Plan") for the Site;

WHEREAS, the Applicant proposes to construct on the Site a mixed-use development (the "Project"), including one or more of the uses set forth in the Development Plan in two or more phases, the Project to consist of (a) the rehabilitation of the existing Sears Building on the Site (the "Sears Building") and the construction of a multi-story parking garage (the "Garage") (collectively, "Phase 1") and (b) the construction of up to two additional multi-story buildings (the "Brookline Avenue Building" and the "Park Drive Building");

WHEREAS, the Development Plan was approved by the Authority on November 30, 1989 (the "Vote"), after a public hearing at its meeting held on November 16, 1989 continued to November 30, 1989, notice of which was published in The Boston Herald on November 10, 1989, a certified copy of which Vote is attached hereto as Exhibit B; and ;

WHEREAS, the Applicant and the Authority are entering into a Development Impact Project Agreement with respect to the Project of even date herewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston on behalf of the Applicant to designate the Site as a Planned Development Area.

2. The Applicant will, subject to Paragraph 16 of this Agreement, proceed with the development in a manner consistent with the Development Plan, subject to the Environmental Reviews set forth in Paragraph 3 and the Development Review Process set forth in Paragraph 6. A copy of the Development Plan is attached hereto as Exhibit C.

3. The Applicant submitted to the Authority the Draft Project Impact Report/Draft Environmental Impact Report for the Site dated September, 1989 on September 29, 1989. The Applicant will be responsible for the submission to the Authority of a Final Project Impact Report for the Site (the "FPIR"). In connection with the development, the Applicant will conduct any additional environmental reviews reasonably requested by the Authority ("Environmental Reviews") in accordance with the Authority's "Development Review Procedures" dated 1985, revised 1986 which is attached hereto as Exhibit D and in accordance with Article 31 of City of Boston Zoning Code (the "Code") (collectively, the "Development Review Procedures"). The Authority may require the Applicant to take all practical measures, including, without limitation, all reasonable economical measures consistent with the scope of the proposed development of the Project as presently conceived to mitigate potential damage to the environment identified in the FPIR.

4. The Applicant shall submit a Traffic Maintenance Plan ("TMP") for the Project to the Commissioner of Transportation of the City of Boston prior to issuance of a building permit for the construction of any portion of the Project. The TMP will identify construction, traffic, and parking impacts and specify mitigating measures to be implemented during the construction of the Project that are reasonably satisfactory to the Commissioner of Transportation.

5. The Applicant has submitted a Transportation Access Plan ("TAP") for the Project to the Commissioner of Transportation. The Applicant shall also enter into a Transportation Access Plan Agreement with the Commissioner of Transportation prior to issuance of a building permit for the construction of any portion of the Project. The TAP identifies traffic and parking impacts of the Project and specifies mitigating measures and Project goals. The TAP Agreement will identify mitigating measures and Project goals that are reasonably satisfactory to the Commissioner of Transportation. In order to assure that the transportation impacts of the Project are adequately managed, the City will require through its TAP Agreement that the Applicant monitor traffic generation and mode split annually from the date of occupancy through completion of the Project. The Applicant agrees to pay \$550,000, including \$50,000 for an area-wide transportation study, to the Boston Transportation Department to effect traffic mitigation measures in the Fenway area. Issuance of a building permit for the Brookline Avenue Building or the Park Drive

Building shall be conditioned upon completion of those mitigation measures specified in the TAP Agreement which are within the control of the Applicant and compliance with the terms of the TAP Agreement.

In order to ensure that traffic generated by the Project does not adversely affect the local or regional roadway systems or the residential Kenmore, Fenway, Audubon Circle or Mission Hill neighborhoods, the TAP Agreement shall require the Applicant to institute a comprehensive Commuter Mobility Program. The goals of the Commuter Mobility Program will be: to maximize the use of mass transit and ridesharing by persons visiting, residing at or working at the Project Site; to make available to all workers in the area, by means of cooperation with other business and institutions such as are represented by Medical Area Services Corporation ("MASCO") and its Longwood Medical Area Transportation Management Association, improved access to mass transit and ridesharing services; to foster through cooperative efforts with local and state government improvements in transportation facilities, programs and services.

In order to achieve the Goals of the Commuter Mobility program, specific objectives (the "Objectives") will be established for the Project. The intended date for the fulfillment of the Objectives is the later of (a) five years after the issuance of the Certificate of Occupancy, or (b) the date on which an occupancy level of 50% of the net rentable area of the

Sears Building is attained. The Objectives of the Commuter Mobility Program shall be determined and set forth in the TAP Agreement.

The Developer shall submit annual monitoring reports detailing the transportation impacts of the Project. In order to evaluate the progress toward attainment of the Objectives, the Developer will include in each annual monitoring report an analysis showing the levels of transit usage and vehicle occupancy of commuters to the Project Site. The annual monitoring report will also include a comparison of the transit usage and vehicle occupancy levels with the Objectives and an assessment of progress toward the Objectives. If the Objectives have not been achieved by the intended dates set forth in the TAP Agreement, the annual monitoring report shall include a proposed plan for improving the Commuter Mobility Program. Annual monitoring reports shall be submitted for the review and approval of the BTB, which shall consult with the Developer with respect to the development of mutually agreeable improvements to the Commuter Mobility Program, as necessary to achieve the Objectives by use of reasonable and economical means consistent with commuter mobility programs for comparable projects.

Prior to obtaining a building permit for construction of each of the Brookline Avenue Building and the Park Drive Building, the Developer shall also complete an updated Traffic Impact and Access Plan (the "Updated Plan") in which progress towards the goals of the Commuter Mobility Program will be assessed, the effectiveness

of the Commuter Mobility Program will be measured and reasonable adjustments to the Commuter Mobility Program will be proposed, as necessary. The scope of the Updated Plan will include an analysis of certain intersections analyzed in the Traffic Impact and Access Plan, such analysis to be limited to an analysis of the levels of service at ten intersections. The Updated Plan shall also include proposals for ways in which the contributions to be made by the Developer in connection with the Park Drive Building and the Brookline Avenue Building can reasonably be used to mitigate traffic impacts and to improve traffic conditions in the area of the Project ("Mitigation Measures"). The process for review of the Updated Plan shall be as follows:

(a) The Developer shall submit a draft of the Updated Plan to the BRA and to BTD. Within five (5) days after submission of the draft Updated Plan to the BRA, the BRA shall publish notice of such submission in one or more newspapers of general circulation in the City, such notice to state the name of the Developer and the street address of the Project, and shall make copies of the draft Updated Plan available to the public. Within thirty days of such notice, public comments, including comments of public agencies, shall be transmitted in writing to the BRA. During such thirty day period, the Developer shall present the Updated Plan to the community at a public forum to be held in the Fenway/Audubon Circle area after notice of the time and place of the public forum at least ten (10) days before such public forum published in one

or more newspapers of general circulation in the City and given in accordance with Paragraph 28 hereof.

(b) Based upon public comments and review by the BRA and the BTB of the draft Updated Plan, the BTB shall issue a written Adequacy Determination to the Developer within forty-five (45) days of the submission of the draft Updated Plan to the BTB. The Adequacy Determination shall indicate whether the Updated Plan satisfies the scope set forth herein and may also direct the Developer to consider further Mitigation Measures. If the BTB fails to issue a written Adequacy Determination within said forty-five (45) day period, the draft Updated Plan shall be deemed approved.

(c) After the issuance of the Adequacy Determination, the Developer shall satisfy the requirements set forth in the Adequacy Determination, if any, by preparing a final Updated Plan. Within five days of the Developer's submission of a final Updated Plan to the BRA and BTB, the BRA shall publish notice of such submission in one or more newspapers of general circulation in the City, such notice to state the name of the Developer and the street address of the Project, and shall make copies of the final Updated Plan available to the public. Within thirty days of such notice, public comments, including the comments of public agencies, shall be transmitted in writing to the BRA. During such thirty day period, the Developer shall present the Updated Plan to the community at a public forum to be held in the Fenway/Audubon Circle area after notice of the time and place of such public

forum at least ten (10) days before the public forum published in one or more newspapers of general circulation in the City and given in accordance with Paragraph 28 hereof.

(d) Based upon public comments and review by the BRA and BTB of the final Updated Plan, the BTB shall issue a written Final Adequacy Determination within forty-five (45) days of the submission of the final Updated Plan to the BTB. In issuing the Final Adequacy Determination, the BRA, in conjunction with BTB, shall approve the final Updated Plan or, if the Updated Plan fails to satisfy the requirements of the Adequacy Determination, disapprove the final Updated Plan, stating the specific respects in which it fails to fulfill the requirements of the Adequacy Determination. If the BTB fails to issue a written Final Adequacy Determination within said forty-five (45) day period, the final Updated plan shall be deemed approved. In the event that the BTB disapproves the final Updated Plan, the Developer and the BTB shall work together in order to arrive at a mutually acceptable Updated Plan within thirty (30) days thereafter. At the completion of this process, the Agreement will be amended as necessary to reflect the approved Updated Plan.

6. The Applicant and the Authority hereby agree that the development review process required by the Development Plan to be observed by the parties ("Development Review Process") shall be as set forth in the Development Review Procedures, including reviews of the Development Concept, Schematic Review, Design Development and Contract Documents. The Applicant and the Authority hereby

further agree that the Development Review Process shall be deemed to have been undertaken separately for each of the Components (as defined in Paragraph 21 hereof) to be constructed on the Site. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

7. The Applicant has contracted with Notter Finegold + Alexander Inc (the "Architect") to provide design assistance and master planning for the Project.

8. The Authority hereby approves the Schematic Design for the Sears Building as set forth in the Schematic Design Submission for the Project dated September 15, 1989 prepared by the Architect, which was submitted by the Applicant to the Authority on October 16, 1989 (the "Schematic Design Submission"). The Authority also approves the height and gross floor area and the general footprint, envelope and location proposed for the Garage , the Brookline Avenue Building and the Park Drive Building as set forth in the Olmsted Plaza Design Parameters for the Park Drive Building, the Brookline Avenue Building and the Garage dated November 30, 1989 (the "Design Parameters"), a copy of which is attached hereto as Exhibit E. The Authority agrees that it will not withhold approval of future design submissions by the Applicant because of the height, gross floor area, footprint, envelope and location proposed for the Brookline Avenue Building, the Park Drive Building and the Garage so long as the same are consistent with the Design Parameters.

9. Throughout the Development Review Process discussed in Paragraph 6 above and in connection with the development of each Component, including the multi-story garage to be constructed on certain land located on Van Ness Street, the Applicant will submit to the Authority the submissions required by the Development Review Process. It shall be the Applicant's responsibility to notify the Authority of proposed material changes to public lobbies visible from the exterior of buildings, open spaces and landscaping and exterior features of buildings from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions), and to obtain approval from the Authority prior to incorporating them into the drawings and specifications. The Authority shall perform its functions under this provision promptly and with all reasonable dispatch and in accordance with the provisions of this Agreement, and shall approve or disapprove such a change (i) within seven (7) days of its submission to the Authority, and (ii) when the Authority disapproves such material change, its disapproval shall include a detailed written explanation therefor. If the Applicant receives no notification from the Authority of disapproval within seven (7) days after submission of said change, such change shall be deemed approved.

10. Once Contract Documents for the Project have been approved, the only further submissions to be made by the Applicant to the Authority for review and approval hereunder will be contract addenda and requests for change orders (that is, change

orders having a cost of construction greater than \$100,000) ("Change Orders") in the construction of those items subject to the Development Review Process which differ from or were not fully described in the Contract Documents. The Authority shall perform its function under this provision promptly and with all reasonable dispatch, and shall approve or disapprove Change Orders (i) within seven (7) days of their submission to the authority, and (ii) when the Authority disapproves a Change Order, its disapproval shall include a detailed written explanation therefor. If the Applicant receives no notification from the Authority of such disapproval within seven (7) days after submission of said Change Order, such Change Order shall be deemed approved. Notwithstanding the foregoing, the Authority's approval shall not be required for change orders affecting changes which will not be visible from the exterior of the building, or from public lobbies in the building.

11. A separate Development Review Process shall be undertaken for each Component conforming to the process described in Paragraph 6 hereof. A violation of the Development Review Process with respect to a particular Component shall not be considered a violation of the Development Review Process with respect to any other Component which has been purchased or leased by the Applicant prior to the occurrence of said violation.

The Authority will informally advise the Applicant concerning, and will actively cooperate with and publicly support, the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all such permits, licenses

and approvals, and exceptions, variances and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the development of the Site in accordance with the Development Plan, to fulfill the Applicant's obligations hereunder in the most expeditious and reasonable manner, and to develop a multi-story parking garage containing approximately 440-500 parking spaces on certain land located on Van Ness Street and bounded by Van Ness Street, Yawkey Way, a passageway and land owned by Harvard Community Health Plan.

12. The Applicant anticipates commencing demolition of the warehouse additions to the existing Sears Building in the first quarter of 1990, with renovation of the Sears building planned for substantial completion by the end of 1991. Excavation for the Garage is scheduled to occur during the summer of 1990. It is estimated that the Brookline Avenue Building and the Park Drive Building will be constructed during the period from 1992 to 1996. After construction has commenced on the Site, and provided that work within the PDA has commenced and is diligently proceeding, the Authority will, within 30 days of a request by the Applicant, file with the Building Commissioner of the City of Boston a certificate pursuant to Section 6A-1 of the Code indicating that work within the PDA has commenced and is diligently proceeding.

13. The Applicant will execute a Boston Residents Construction Employment Plan, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the

Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985 and which sets forth in detail the Applicant's plan to ensure that its general contractor, and those engaged by said general contractor for construction of the Project on a craft by craft basis, use good faith efforts to meet the following Boston Residents Construction Employment Standards: (1) at least 50% of the total employee worker hours in each trade shall be by bona fide Boston residents; (2) at least 25% of the total employee worker hours in each trade shall be by minorities; and (3) at least 10% of the total employee worker hours in each trade shall be by women. Said plan shall include provisions for monitoring, compliance and sanctions. Worker hours, as defined in said plan, shall include on-the-job training and apprenticeship positions.

14. The Applicant shall execute a Memorandum of Understanding and a First Source Agreement in connection with the Project. The Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents the Applicant's good faith effort to provide that fifty (50%) percent of certain employment opportunities created by the Project will be made available to Boston Residents. The First Source Agreement with the Mayor's Office of Jobs and Community Services shall provide for the Applicant to use the services of the Private Industry Council sponsored "Boston for Boston" placement office employment referrals before embarking on a general recruitment effort to fill entry-level positions within the Project. Subject to approval by

the Mayor's Office of Jobs and Community Services, the Applicant agrees to work with residents of the Fenway and Mission Hill neighborhoods in order to set the highest reasonable goal for the percentage of permanent employees who will be residents of the Fenway and Mission Hill neighborhoods.

15. Any building(s) contemplated by the Development Plan for the Project shall be deemed completed when the Applicant has substantially completed construction of the exterior of the building, the public lobbies, entrances, and open spaces, all in substantial accordance with approved Construction Documents and the same are substantially ready for occupancy, except for (i) items of work and adjustment of equipment and fixtures which can be completed after occupancy has occurred, e.g. so-called punchlist items, (ii) landscaping and other similar work which cannot then be completed because of climatic conditions or other reasons beyond the reasonable control of the Applicant and (iii) with respect to office, retail, research and development and other tenant space, items of work normally left for completion pursuant to the requirements of specific occupancy agreements and interior work to be performed to tenants' specifications. Upon completion of any building, the Authority shall issue to the Applicant a Building Certificate of Completion, which shall be in recordable form and shall be conclusive evidence that said building has been completed in accordance with the Development Plan and this Agreement. Upon the completion of all buildings in accordance with the foregoing and the other improvements comprising a

Component of the Project, the Authority shall issue to the Applicant a Component Certificate of Completion in recordable form, which shall be conclusive evidence that the Component has been completed in accordance with the Development Plan and this Agreement.

Upon the completion of all buildings in accordance with the foregoing and the other improvements comprising Applicant's Development Plan, the Authority shall issue to the Applicant a Project Certificate of Completion in recordable form, which shall be conclusive evidence that the Project has been completed in accordance with the Development Plan, all obligations to the Authority thereunder and under this Cooperation Agreement having been fulfilled (except any obligation hereunder which by its terms survives the completion of construction of the Project, which obligation when cited in the Project Certificate of Completion shall survive the issuance of the Project Certificate of Completion).

The Authority shall issue a Building, Component or Project Certificate of Completion to Applicant and to any mortgagee of the Project or the applicable portion thereof within thirty (30) days after Applicant's request therefor. Such Certificate of Completion shall be in suitable form for recording in the Registry of Deeds for Suffolk County, Commonwealth of Massachusetts. If the Authority shall refuse or fail to issue any such Certificate in accordance with the provisions of this Paragraph 15, the Authority shall, within said thirty (30) days after Applicant's

request, provide the Applicant with a written statement, indicating with specificity in what respect the Applicant has failed to complete the building or other improvements in accordance with the approved Development Plan or is otherwise in default of its obligations to the Authority and what measures or actions will be necessary, in the opinion of the Authority, for the Applicant to take or perform in order to obtain such Certificate of Completion; upon compliance by the Applicant with the requirements of such statement, the Authority shall issue such Certificate of Completion. If the Authority shall refuse or fail to provide such a written statement to the Applicant or any such mortgagee within thirty (30) days of a request therefor, then the instrument certifying substantial completion of the particular building, Component or the Project, as the case may be, shall be deemed to have been issued. The Applicant and any such mortgagee may record an affidavit with said Deeds, which affidavit shall attest to the adequacy of notice to the Authority, the elapsed response, and the substantial completion of construction of the particular building or Component or completion of the Project, as the case may be, in accordance with the provisions of this Agreement. Such affidavit shall be conclusive evidence as to the facts stated therein and as to the substantial construction of the particular building or Component or completion of the Project, as the case may be, in accordance with the Development Plan and this Agreement.

16. The Applicant shall cause title to the property currently owned by Sears and bounded by Park Drive, The Fenway, Brookline Avenue and By Pass Road (the "Emerald Necklace Parcel"), to be conveyed by Sears, Roebuck and Company ("Sears") directly to the City of Boston by no later than thirty days after the Park Completion Date (as defined hereinafter). The Authority agrees that either (i) the City of Boston will accept the conveyance of the Emerald Necklace Parcel, or (ii) the Authority will designate, prior to the date of acquisition of the Site by the Applicant and subject to the reasonable approval of the Applicant, a nonprofit organization, or an entity under the control of or established by the City or the Authority, which will accept the conveyance of the Emerald Necklace parcel, in which case the Applicant shall cause the Emerald Necklace parcel to be conveyed directly to such party. Subject to obtaining required zoning relief and other permits, the Authority agrees that the Emerald Necklace Parcel will thereafter be operated as a parking lot by an independent parking lot operator for a period of no more than two years, with the net income generated thereby, together with all interest earned thereon, to be devoted to construction of a public park estimated to cost \$1,000,000 (the "Park") on the Emerald Necklace Parcel in a manner to be approved by the Parks and Recreation Department of the City of Boston and the Applicant. The City has appointed an Advisory Committee to oversee planning for and design of development of the Park, such Advisory Committee to consist of

representatives of the City, the Authority, abutters to the Emerald Necklace Parcel, the Fenway community and open space advocacy groups.

Subject to obtaining necessary permits and approvals, the Applicant agrees to construct, or cause the construction of the Park. In addition to amounts realized from the above-referenced parking lot operation which will be devoted to construction of the Park, the Applicant will contribute the following amounts to be deposited with the Boston Foundation and maintained in a separate, interest-bearing account for the specific purpose of holding funds to be used for development of the Park: (a) \$100,000 to be used solely to facilitate planning for and design of the Park and to be payable on or before January 31, 1990; (b) \$300,000 to be used solely for construction of the Park and to be payable on a dollar for dollar matching fund basis as funds from other sources are contributed to the Authority, or to such other party designated by the Authority, to be used solely for construction of the Park. Notwithstanding the foregoing, Applicant shall complete construction of the Park or cause construction of the Park to be completed no later than July 1, 1992, subject to (i) an extension for each day beyond July 1, 1992 in which the Parcel is not made available to the Developer for construction of the Park and (ii) extensions for delays caused by circumstances beyond the reasonable control of the Applicant, provided that the approval of the Authority is obtained, such approval not to be unreasonably withheld or delayed (as so extended, the "Park Completion Date").

No building permit shall be issued for any portion of the Project after the Park Completion Date until the Applicant's fulfillment of its obligation to construct the Park. However, in the event that the cost of construction of the Park exceeds \$1,000,000, the Applicant shall not be required to complete construction of any portion of the Park after the cost of the park has exceeded \$1,000,000 unless the additional sums required to complete the Park are procured from sources other than the Developer, but the Developer agrees to work with other sources and undertake good faith efforts to procure the additional sums required to complete the Park.

Upon completion of the Park, the City of Boston Parks and Recreation Department shall, subject to appropriation therefor, provide all standard and ordinary maintenance of the completed Park except for those services expressly assumed by the Applicant as set forth below. The Applicant agrees to provide additional maintenance services for the Park for a period commencing upon notice from the Applicant to the Authority that construction of the Park is substantially complete and terminating on the earlier of fifty years thereafter or July 1, 2042. Maintenance services shall include and shall be limited to the following:

- (a) Paths and the areas under benches shall be swept daily, and hard surfaces shall be washed with a hose twice monthly;

- (b) Litter shall be removed throughout the Parcel a minimum of once daily, or as reasonably needed to be reasonably litter-free;
- (c) Appropriate professional horticultural attention shall be provided to special plantings of perennials and/or deciduous shrubs. Such attention may include, but is not limited to, as reasonably needed, bed cultivation, plant feeding, weeding, watering, thinning and mulching.
- (d) Turf shall be irrigated by a field hydrant, as reasonably needed;
- (e) Trees shall be pruned and fed on an annual basis under the supervision of a certified arborist until they have grown to sufficient size to warrant a long pruning/feeding cycle, as reasonably determined by the Department;
- (f) Park furniture shall be repainted, cleaned, or refurbished on an annual basis, as reasonably needed;
- (g) Water fountain, if any, shall be kept in good working order from April 30 through October 31;
- (h) Field hydrant, shall have water turned off for winter.

17. The Applicant has commissioned a report from a labor market economist to assess the needs of the unemployed and underemployed residents of the Fenway area. The economist is working with area institutions and medical facilities in the Longwood Medical area to identify occupations experiencing labor shortages. The report will conclude with a series of

recommendations as to how those in need of work, through skills training and improved referral mechanisms, can improve their chances of obtaining jobs. The Applicant will work with the Mayor's Office of Jobs and Community Services to make employment and training opportunities available to both Fenway employers and residents. The primary focus of this program will be on jobs available in the biomedical research field and on specific job categories presently unfilled in the educational and medical institutions located in the Fenway area. The Applicant will set aside in the Project no less than 2,000 square feet of indoor space, at a below market rental rate, for a job training, counseling and referral center to support training programs for the medical and biomedical research industries (the "Job Center"). Through the Neighborhood Jobs Trust, it is intended that the Jobs Contribution Grant, as such term is defined in Section 26-2(3) of Article 26B of the Boston Zoning Code, subject to required approvals, shall be used to create a job training program which will include, but not be limited to (a) a child care management program; (b) a health care/research jobs program; and (c) a scholarship program intended to provide job training opportunities at accredited offsite training centers sponsored by local institutions to residents of the Mission Hill and Fenway neighborhoods. Applicant shall identify a mechanism to inform residents of the Mission Hill and Fenway neighborhoods of job training opportunities available as a result of the Project. The Applicant will also set aside in the Project no less than 8,000

square feet of indoor space, on a rent-free basis, for a child daycare center for at least one hundred (100) children to serve the needs of working parents employed at the Project (the "Child Care Center"). The Applicant will work with the Authority on a Child Care Provision Agreement to be agreed upon and executed by the Applicant and the Boston Women's Commission, which plan shall set forth the proposed child daycare program and program design, the responsibilities for expenses associated with such center, the proposed child daycare population to be served by the Child Care Center and the proposed delivery date of such Child Care Center. The Applicant will secure the initial operators of the Job Center and the Child Care Center and will make available or cause to be made available the initial facilities to include the fixtures, furnishings and equipment required for the operation of the Job Center and the Child Care Center. Children of working parents from the Fenway area will be given priority placement in the Child Care Center. During the period prior to initial occupancy by tenants of the Project, the Applicant shall begin to solicit proposals in order to select a provider of child daycare services to the Project (the "Provider"). All such proposals and the Applicant's recommendations with respect to such proposals shall be made available to the community. The Applicant shall consider the comments and concerns of the community with respect to such proposals, but shall have the right to select the Provider. The quality of child daycare services to be provided shall be the Applicant's first priority in selecting the Provider. The

Applicant also agrees to make efforts to choose a Provider who will (a) maximize the affordability of child daycare services; (b) establish after school programs for children of parents employed at the Project; (c) cooperate with Wheelock College to provide for a training and employment program for child daycare providers, if such program is established by the Applicant and Wheelock College, the establishment of such program to be subject to an agreement being reached by the Applicant and Wheelock College, required approvals being obtained for such program, and a portion of the Jobs Contribution Grant contributed by the Applicant pursuant to Article 26B of the Code being made available for such program; and (d) provide a program for family daycare coordination to assist the neighborhoods in the initial process of licensing child care facilities, to train providers of home care services, to provide space for activities for children, to coordinate a lending library of toys and to coordinate centralized billing. After occupancy by tenants of an area in excess of 25% of the gross floor area of Phase 1, no certificate of occupancy for additional tenant space shall be issued until the Applicant has satisfied its obligations set forth herein relating to the Child Care Center. The Applicant shall, two years after the completion of Phase 1, perform a survey of employees of the Project in order to determine the residency of such employees and shall make the results of such survey available to the community.

18. The Applicant agrees that it shall comply, and all tenants of space in the Project shall be required to comply, with

all federal, state and local statutes, and any regulations promulgated thereunder, relating to the generation, processing and disposal of medical wastes, hazardous substances and hazardous wastes and to the operation and maintenance of health care facilities and medical laboratories.

The Applicant agrees that the building management staff of the Project shall include an individual who is familiar with the tenant activity within the Project and with the applicable statutes and regulations relating to medical wastes, hazardous substances and hazardous wastes and the operation and maintenance of health care facilities and medical laboratories. Such individual shall be prepared to coordinate a response to any emergency which might occur at the Project involving medical wastes, hazardous substances or hazardous wastes. The Applicant agrees to use reasonable efforts to cause information relating to tenant activities involving any of such substances to be available to the public, except to the extent any such information may be proprietary or a trade secret.

The Applicant shall include in all leases for laboratory space at the Project a requirement that all experiments involving the use of animals conducted at Olmsted Plaza shall be conducted in conformity with legal requirements of the current Guide for the Care and Use of Animals of the National Institute of Health and succeeding and revised editions thereof, the Animal Welfare Act (7 U.S.C. Section 2131 et seq.) and the federal regulations pursuant to said Act, the Public Health Service Policy on Humane

Care and Use of Laboratory Animals, all as amended from time to time, statutes and regulations of the Commonwealth of Massachusetts, and ordinances, executive orders and regulations of the City of Boston.

19. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or portion of the approved Development Plan, then in such case and after substantiation by the Applicant deemed reasonably adequate by the Authority of the reasons for not being able to proceed, the Authority shall cooperate with the Applicant to modify, alter, or amend its previous approval of the Development Plan and this Agreement in order to allow the Applicant the opportunity to reasonably develop the land that it owns. If the parties acting in good faith cannot agree as to an appropriate modification, alteration, or amendment to the Development Plan, then the Authority agrees upon the Applicant's request to (i) revoke the PDA Designation for the Site if no portion of the Site has been developed in accordance with the Development Plan or (ii) release from the Development Plan those portions of the Site not developed in accordance with the Development Plan if a portion (but not all) of the Site has been developed in accordance with the Development Plan. Upon revocation of the PDA Designation for the Site, all obligations of the parties hereto shall terminate and be of no further force and effect. If the parties acting in good faith cannot agree as to an appropriate alteration, modification or amendment to the

Development Plan and if the Applicant so requests, the Authority agrees that the Applicant shall have no further obligation to proceed with such whole or portion, as the case may be, of the Development Plan.

20. The Authority acknowledges that, prior to approving the Development Plan and pursuant to Sections 3-1A.a and 26A-3.1 of the Code, the Authority found that the Development Plan conforms to the general plan for the City as a whole and that nothing in the Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare.

21. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than mortgagees of the Project or those claiming through mortgagees of the Project, unless said party obtains title to the Project and proceeds with development of the Project), it being understood and agreed that the Applicant shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of the Site.

22. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant applicable to each Component (as defined below) of the Project (with the exception of the provisions of Paragraphs 16 and 17 hereof which shall be and remain the obligation of the Applicant or its designated successor or assign and shall not apply independently to each Component), and shall, as relevant, apply

separately to each Component, and a default with respect to a particular Component under any section or provision of this Agreement shall not constitute a default with respect to any other Component. For purposes of this Agreement, "Component" shall mean (i) any portion of the Project which is located on an individual lot, or (ii) any portion of such portion located on an individual lot which is independently financed.

23. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

24. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement with respect to each Component (the "Component Developer") shall be limited solely to the assets and property of the Component Developer with respect to such Component, and no partner, trustee, beneficiary, shareholder, officer, director or the like of the Component Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the Component Developer hereunder.

25. Whenever the consent or approval of the Authority is required hereunder, under the Development Review Procedures, or otherwise, such consent or approval shall not be unreasonably withheld or delayed, or wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

26. The Authority shall, within ten days after written request therefor by the Applicant or any mortgagee of the Project or any portion thereof, provide a certificate in writing, as requested or applicable, that the Agreement or any particular Paragraph hereof specified by the requesting party is in full force and effect and unmodified, or in what respects the Agreement is no longer in force or effect or has been modified, that the Applicant is in compliance with the Agreement or any particular Paragraph hereof specified by the requesting party, or in what respects there is non-compliance, or as to any other matter reasonably related to the Project which the requesting party may reasonably request of the Authority.

27. The Authority hereby authorizes the Director of the Authority to take any action hereunder on behalf of the Authority (including without limitation the granting of consents or approvals and the execution and delivery of certificates), and any action so taken shall be binding upon the Authority.

28. All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Applicant, as the case may be, and shall be either hand delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party;

Applicant: Olmsted Plaza Associates
c/o JMB/Urban Development Company
Four Copley Place
Suite 600
Boston, Massachusetts 02116
ATTN: Mr. Patrick Lee

with a copy to: Hale and Dorr
60 State Street
Boston, MA 02109
ATTN: Vincent P. McCarthy, P.C.

Authority: Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201
ATTN: Director

with a copy to: Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201
ATTN: Chief General Counsel

The party sending any notices or other communication required or permitted to be given hereunder shall give a copy of all such notices or communications in the same manner as provided above to:

KAFNI
c/o Fenway Community Development Corp.
Post Office Box 127
Astor Station, Boston 02123

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers and joint venturers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form: BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil / 4/4/81 By: [Signature]

OLMSTED PLAZA ASSOCIATES,
a Massachusetts general partnership

By: JMB/Olmsted Limited Partnership, its
general partner

By: JMB/Olmsted, Inc.

By: [Signature]
Its: Exp. V.P.

By: Macomber Olmsted Plaza Associates
Limited Partnership

By: MOPA, Inc.

By: [Signature]
Its: PRESIDENT

EXHIBIT A

(exhibit begins on next page)

NORTHWESTERLY by Rockline Avenue, 346.12 feet;

SOUTHWESTERLY

by the intersection of Rockline Avenue and

Park Drive, 319.44 feet, 70.00 feet and 1.50 feet;

EASTWESTERLY by Park Drive, 307.97 feet and 238.42 feet;

SOUTHWESTERLY by land now or formerly of Consolidated Rail Corporation, 438.26 feet and 30.87 feet; and

EASTWESTERLY

by three lines in Fullerton Street and by

Fullerton Street, measuring respectively 17.50

feet, 118.70 feet, 30.71 feet and 452.10 feet;

said premises contain 387,430 square feet more or less as shown on plan as said plan.

A certain parcel of land in Boston, Suffolk County, Massachusetts shown on a plan entitled "Plan of Property Owned By Sears Roebuck And Co. Brookline Avenue & Park Drive Boston Massachusetts" prepared by Cullinan Engineering Co., Inc. Civil Engineers - Land Surveyors dated March 20, 1989 to be recorded with Suffolk Registry of Deeds and bounded and described according to said plan as follows:

SOUTHEASTERLY by Brookline Avenue, 366.11 feet;

SOUTHEASTERLY,
SOUTHERLY and
SOUTHWESTERLY by the intersection of Brookline Avenue and Park Drive, 219.24 feet, 70.00 feet and 119.34 feet;

SOUTHWESTERLY by Park Drive, 307.97 feet and 258.42 feet;

NORTHWESTERLY by land now or formerly of Consolidated Rail Corporation, 459.86 feet and 20.87 feet; and

EASTERLY,
NORTHEASTERLY,
SOUTHEASTERLY
and
NORTHEASTERLY by three lines in Fullerton Street and by Fullerton Street, measuring respectively 37.55 feet, 118.29 feet, 20.71 feet and 452.43 feet.

Said premises contain 387,620 square feet more or less or 8.90 acres according to said plan.

EXHIBIT B

(exhibit begins on next page)

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on November 30, 1989, and duly recorded in this office:

Copies of a memorandum dated November 30, 1989, were distributed re: Public Hearing on a Development Plan and Development Impact Project Plan for Olmsted Plaza, which included a proposed vote.

The following persons addressed the Authority and answered the Members' questions:

Ms. Pam Wessling, Assistant Director;
Mr. Gerry Kavanaugh, Institutional Planner;
Commissioner Richard Dimino, Boston Transportation Department,
also introduced a letter from MDC Commissioner Barti;
Mr. Jack Mills, representing Councillor Scondras;
Ms. Delores Boogdanian, Co-Chair of KAFNI;
Ms. Elizabeth Connor, Co-Chair of KAFNI;
Mr. Byron Gilchrist, Macomber Development Associates;
Mr. Ruddy Olmscheid, JMB;
Mr. John Reardon, Mayor's Office of Neighborhood Services,
read a letter from Mayor Raymond L. Flynn into the record;
Ms. Susan Parks, Boston Preservation Alliance;
Mr. Bradford Allan, Harvard Community Health Plan;
Mr. Mark Preemack; Boston Green Space Alliance; and
Mr. Richard Shea, V.P., MASCO.

No one appeared in opposition.

A letter from Larry Dwyer, Commissioner, Boston Parks Department was introduced into the record.

On motion by Ms. Thornell and seconded by Mr. Flaherty, it was unanimously

VOTED: To amend the proposed vote to contain the following language:

"To set a voluntary goal of at least ten percent participation by minority business enterprises; women business enterprises; and disadvantaged business enterprises in the professional services and other contract entered into for the Olmsted Plaza Project."

A Resolution entitled, "RESOLUTIONS OF THE BOSTON REDEVELOPMENT

AUTHORITY REGARDING OLMSTED PLAZA DEVELOPMENT PLAN AND DEVELOPMENT
IMPACT PROJECT PLAN" was introduced, read and considered.

On motion duly made and seconded, it was unanimously

VOTED: That the Authority hereby adopts the attached Resolution
entitled "Resolutions of the Boston Redevelopment
Authority Regarding Olmsted Plaza Development Plan
and Development Impact Project Plan" and dated November
30, 1989, consisting of 15 pages, and the Authority
specifically adopts the findings incorporated therein,
and specifically adopts the resolves that are outlined
in the last 5 pages of said Resolution and further
to set a voluntary goal of at least ten percent participation
by minority business enterprises; women business
enterprises; and disadvantaged business enterprises
in the professional services and other contract entered
into for the Olmsted Plaza Project.

The aforementioned Resolution is incorporated in the Minutes
of this meeting and filed in the Document Book of the Authority
as Document No. 5249.

(3) That said meeting was duly convened and held in all
respects in accordance with law, and to the extent required by
law, due and proper notice of such meeting was given; that a
legal quorum was present throughout the meeting and a legally
sufficient number of members of the Authority voted in a proper
manner and all other requirements and proceedings under law incident
to the proper adoption or the passage of said vote have been
duly fulfilled, carried out and otherwise observed.

(4) That the document to which this certificate is attached
is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed
below, it constitutes the official seal of the Boston Redevelopment
Authority, and this certificate is hereby executed under such
official seal.

(6) That Stephen Coyle is the Director of this Authority.

(7) That the undersigned is duly authorized to execute
this certificate.

IN WITNESS WHEREOF, the undersigned hereunto has set his
hand this Second day of January, 1990.

BOSTON REDEVELOPMENT AUTHORITY

By: Kare Simonian
Secretary

LS

(exhibit begins on next page)

BOSTON REDEVELOPMENT AUTHORITY

November 16, 1989
Revised, November 30, 1989

DEVELOPMENT PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 36

OLMSTED PLAZA

Bounded by Park Drive, Brookline Avenue,
Fullerton Street and MBTA Right-of-Way

Development Plan: In accordance with Section 3-1A of the Boston Zoning Code (the "Code"), this development plan and development impact project plan sets forth information on the development of the Project, including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of the Project, the proposed dimensions of structures, the proposed densities, the proposed traffic circulation, parking and loading facilities, access to public transportation and other major elements of the Project (the "Development Plan"). This Development Plan is also intended to satisfy the requirements of Sections 26A-2(2) and 26A-3(1) and 26B-2(2) and 26B-3(1) of the Code regarding development impact project plans.

This Development Plan represents the first stage in the planning process for the development of the Project. In the next stage of the development process, design development plans for the initial phase of the Project will be submitted to the Authority prior to the submission of final plans and specifications therefor pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. In addition, schematic design submissions for the two new buildings to be constructed in later stages of development will be submitted to the Authority for approval. This Development Plan consists of 7 pages of text plus attachments designated Exhibits A through H. All references to this Development Plan contained herein shall pertain only to such 7 pages and attachments. Exhibits A through H are subject to, and may change as a result of, final design, environmental and other development review by the Authority and by other governmental agencies and authorities.

*with amendments to Use Items Nos. 16A, 36A, 50, 68, and 70 in Exhibit F, Table of Proposed Uses, and in Exhibit G, Anticipated Zoning Exceptions, sections I.B.1.a, II.B.1.a, and III.A.1.

design, environmental and other development review by the Authority and other governmental agencies and authorities.

Open Spaces and Landscaping: In addition to the open spaces to be located between the buildings planned for the Site, a large landscaped area will be provided along Park Drive in front of the Sears Building. New pedestrian walkways are planned for the Site to allow public access to and through the Site and to provide several choices of outdoor routes exiting the MBTA Fenway Park Green Line Station. The Site will be landscaped with a variety of trees, shrubs and paving materials. In addition, permanent landscaping will include the planting of trees in vacant tree pits along the portion of Park Drive between the Site and Beacon Street. Phase 1 of the Project will also include landscaping to enhance the stairway from the Project to the MBTA Fenway Park Green Line Station. Subject to design, environmental and other development review by the Authority and other governmental agencies and authorities, the Developer will also be responsible for landscaping improvements within the area which is shown on Exhibit E attached hereto, including public sidewalks adjacent to the Site.

Proposed Uses of Site and Structures: The proposed uses for the Site and the structures planned for the Site may include one or more of the uses set forth on Exhibit F attached hereto.

Proposed Dimensions of Structures: Exhibit C provides the proposed maximum dimensions for the renovated Sears Building, the Park Drive Building, the Brookline Avenue Building and the Garage. Upon establishment of the Planned Development Area, the Site will be located in M-2-D and B-2-D zoning districts. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. Exhibit G attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the Authority and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly. Furthermore, any one or more of the buildings located or to be located on the Site may be financed independently of the other buildings located or to be located on the Site and, therefore, any one or more of such buildings may need to be considered as situated on a separate zoning lot, capable of being conveyed or mortgaged as such.

Proposed Densities: The bulk of the Site is presently zoned M-2, a Restricted Manufacturing District, with a maximum floor area ratio ("FAR") of 2.0. A portion of the Site, consisting of a strip of land 100 feet in width along both Park Drive and

Brookline Avenue, is zoned B-2, a general business district with a maximum FAR of 2.0. This Development Plan provides for an overall FAR for the Site of 4.74 based upon the ratio of 1,836,000 square feet of gross floor area of Project (including the garage) to the total land area included in the Site of approximately 387,620 square feet, or approximately 8.9 acres. However, the actual FAR calculated in accordance with the technical definitions of "gross floor area," "floor area ratio" and "lot area" in the Code may be larger than 4.74. For example, roadways, sidewalks, pathways and other paved areas may be excluded from the definition of "lot area" in the Code. Accordingly, the "lot area" used to calculate FAR in accordance with the Code may not include the entire area of the Site. Furthermore, in the event that the Site is subdivided, the FAR for particular components of the Project, analyzed separately, may have a different FAR. The total Project, however, will not exceed 1,836,000 square feet of gross floor area (including the Garage). Excluding the Garage, the gross floor area of the Project as currently planned is approximately 1,446,000 square feet. The FAR for the Project, based upon the ratio of 1,446,000 square feet of gross floor area of Project (excluding the Garage) to the total land area of the Site, is 3.73.

Proposed Traffic Circulation: The Project will promote vehicular and pedestrian circulation. The entryway to the Sears Building will feature a redesigned driveway. In addition, the Garage will be constructed to facilitate easy entry and exiting. The Project will also improve pedestrian access and circulation by including attractive pedestrian thoroughfares and interior passageways unifying the Site and connecting the Site to the surrounding area and the MBTA Fenway Park Green Line Station.

Proposed Parking and Loading Facilities: The Garage will provide up to 1,155 parking spaces. In addition, the Project will include loading docks located in the Garage.

Proposed Phasing of Construction: It is currently anticipated that the initial phase of the Project will involve the demolition of the warehouse additions, renovation of the Sears Building, construction of the Garage and permanent landscaping on the completed portions of the Site. The remainder of the Site will consist of temporary grade level parking accommodating up to 160 cars and temporary landscaping during this initial stage of development. Construction of a stairway from the Project to the MBTA Fenway Park Green Line Station will also occur during the initial phase of the Project. Subsequent stages of development will entail completion of the Project, including the construction of the Park Drive Building and the Brookline Avenue Building. During these subsequent stages of development, permanent

landscaping and circulation systems will be completed, including a walkway along the station platform, an extension of the existing canopy, and, if necessary, modifications to the stairway from the Project to the Fenway Park Station. In the event that construction of the Park Drive Building or the Brookline Avenue Building has not commenced by the end of 1996, permanent landscaping will be undertaken on the remainder of the Site. The stages of development are summarized in Exhibit H.

Sears, Roebuck and Co., the current owner of the Site, and the Developer have entered into an agreement providing for acquisition of the Site by the Developer. Assuming that the necessary approvals are obtained, the Developer will proceed immediately with its construction schedule after purchasing the Site. The demolition of the warehouse additions is scheduled to begin in early 1990, with the renovation of the Sears Building planned for substantial completion by the end of 1991. Excavation for the Garage is scheduled to occur during the summer of 1990. It is estimated that the Park Drive Building and the Brookline Avenue Building will be constructed during the period 1992 to 1996. The construction schedule at this time is tentative and is subject to change.

Access to Public Transportation: The Site is ideally situated for both local and regional public transit access. The Project is immediately adjacent to the MBTA Green Line and is served by local bus routes. The Developer will assure access to the Fenway Park Station on the MBTA Green Line during the construction of the Project.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the Developer will enter into a Development Impact Project Agreement (the "DIP Agreement") with the Authority and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Developer's option, by (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as the "Housing Contribution Grant"), (ii) the Developer's creating or causing to be created housing units for occupancy exclusively by low and moderate income residents of the City of Boston at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as the "Housing Creation Option"), or (iii) some combination of items (i) and (ii) above. As required under Section 26B-3 of the Code, the Developer will also be responsible for making a Jobs Contribution with regard to the Project. The Jobs Contribution shall be made, at

the Developer's option by (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (the "Jobs Contribution Grant"), (ii) the Developer's creating or contributing to the creation of a jobs training program for use by low and moderate income people at a cost at least equal to the Jobs Contribution Grant and under the conditions specified in the DIP Agreement ("Jobs Creation Option"), or (iii) some combination of items (i) and (ii) above.

Projected Number of Employees: It is anticipated that the Project will generate approximately 1,700 construction jobs and provide approximately 4,200 permanent jobs.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the Authority. Such review is to be conducted in accordance with the Authority's "Development Review Procedures" dated 1985, revised 1986 and Article 31 of the Code ("Development Review Procedures").

Public Benefits: The Project is of critical importance to the physical and economic revitalization of the Fenway area. The uses proposed for the Site are expected to provide job opportunities, services and resources for area residents as well as the larger community. The 1.6 acre parcel of land across Park Drive from the Site was originally included in Frederick Law Olmsted's Emerald Necklace park system, but was paved for use as a parking lot some time before 1955. The Developer will cause this parcel to be conveyed to the City of Boston (or another entity designated by the Authority pursuant to an agreement to be entered into by the Authority and the Developer). Subject to obtaining necessary permits and approvals, the Developer will develop, or cause to be developed, a public park on this parcel. The park shall be completed by July 1, 1992, subject to extension for delays caused by circumstances beyond the reasonable control of the Developer, provided that the approval of the Authority is obtained, such approval not to be unreasonably withheld or delayed.

The Project is expected to make significant economic contributions to the City by generating additional property tax revenues, additional training and employment opportunities and increased affordable office space. In addition, it is presently estimated that the Developer will contribute approximately \$6,730,000 in housing linkage payments or cause the creation of low and moderate income housing of an equivalent value. It is also currently anticipated that the Developer will make jobs linkage contributions totalling approximately \$1,346,000 or cause

the creation of a Jobs Creation Program of an equivalent value. The Developer has funded a study by a labor market economist to assess the needs of the unemployed and underemployed residents of the Fenway area to assist with the allocation of this jobs contribution grant. Finally, not less than 2,000 square feet of space in the Project will be set aside for a job training, counseling and referral center, and not less than 8,000 square feet of indoor space in the Project serving not less than 100 children shall be set aside as a child day care center. The outdoor spaces allotted to the child day care center must be in conformance with regulations promulgated by the Office for Children, the Massachusetts State Building Code and other applicable regulations. The Developer will secure the initial operators of such centers and make available, or cause to be made available, the facilities to include the fixtures, furnishings and equipment required for operation of such centers.

EXHIBIT A

(exhibit begins on next page)

BOUNDARIES by Brookline Avenue, 320.11 feet;

BOUNDARIES

BOUNDARIES and

BOUNDARIES

by the intersection of Brookline Avenue and
Park Drive, 219.34 feet, 79.00 feet and 110.34
feet;

BOUNDARIES by Park Drive, 307.37 feet and 110.43 feet;

BOUNDARIES by land now or formerly of Consolidated Nat.
Corporation, 419.86 feet and 79.87 feet; and

BOUNDARIES

BOUNDARIES

BOUNDARIES

BOUNDARIES by three lines in Fullerton Street and by
Fullerton Street, measuring respectively 37.34
feet, 116.25 feet, 39.72 feet and 183.41 feet.

Said premises contain 167,526 square feet more or less of
land according to said plan.

A certain parcel of land in Boston, Suffolk County, Massachusetts shown on a plan entitled "Plan of Property Owned By Sears Roebuck And Co. Brookline Avenue & Park Drive Boston Massachusetts" prepared by Cullinan Engineering Co., Inc. Civil Engineers - Land Surveyors dated March 20, 1989 to be recorded with Suffolk Registry of Deeds and bounded and described according to said plan as follows:

SOUTHEASTERLY by Brookline Avenue, 366.11 feet;

SOUTHEASTERLY,
SOUTHERLY and
SOUTHWESTERLY by the intersection of Brookline Avenue and Park Drive, 219.24 feet, 70.00 feet and 119.34 feet;

SOUTHWESTERLY by Park Drive, 307.97 feet and 258.42 feet;

NORTHWESTERLY by land now or formerly of Consolidated Rail Corporation, 459.86 feet and 20.87 feet; and

EASTERLY,
NORTHEASTERLY,
SOUTHEASTERLY
and
NORTHEASTERLY by three lines in Fullerton Street and by Fullerton Street, measuring respectively 37.55 feet, 118.29 feet, 20.71 feet and 452.43 feet.

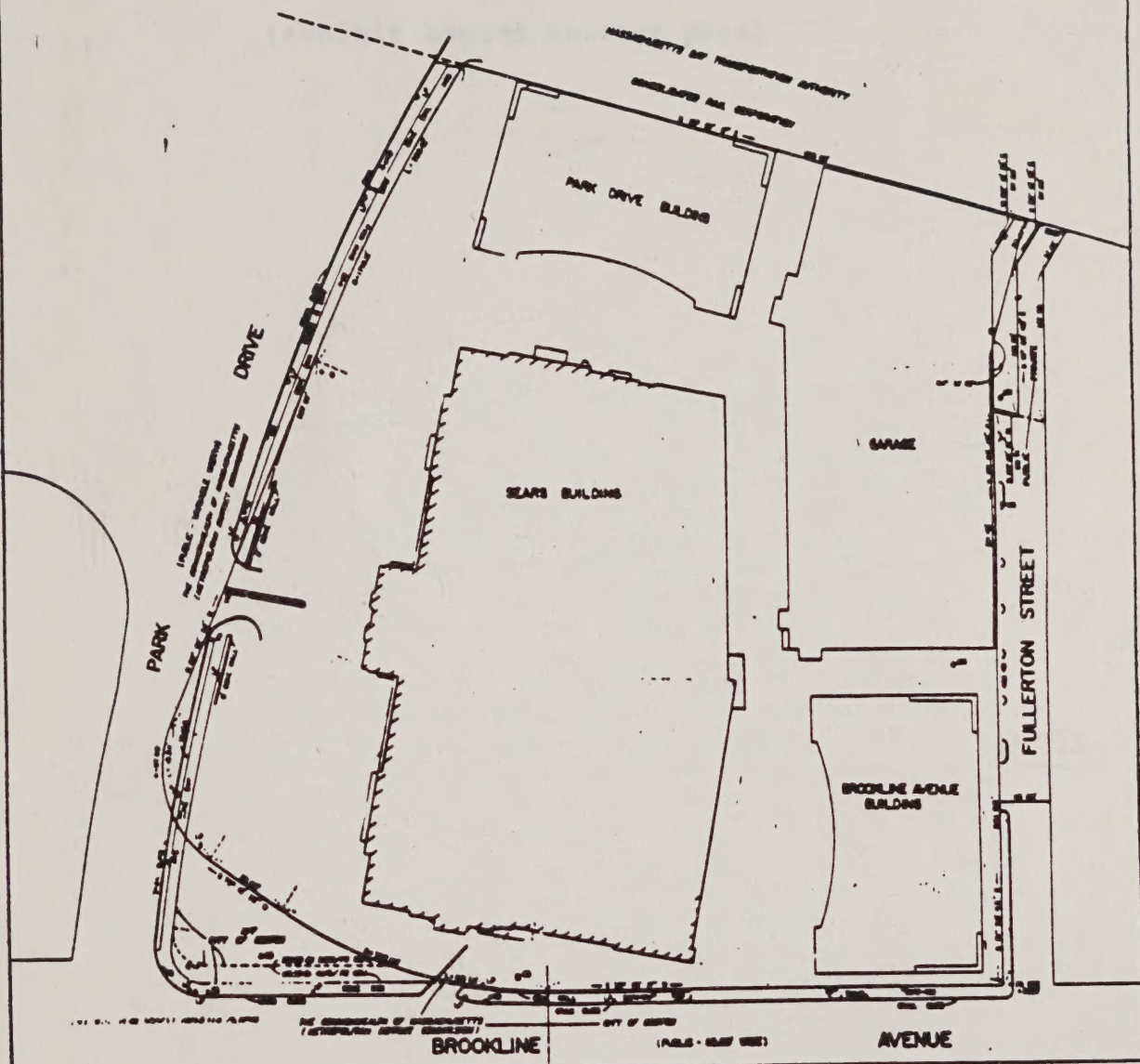
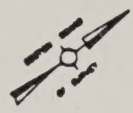
Said premises contain 387,620 square feet more or less or 8.90 acres according to said plan.

EXHIBIT B

(exhibit begins on next page)



NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	
11	REVISION	
12	REVISION	
13	REVISION	
14	REVISION	
15	REVISION	
16	REVISION	
17	REVISION	
18	REVISION	
19	REVISION	
20	REVISION	



CE

CELLAR ENGINEERING CO., INC.
 100 N. B. ST. - BOSTON, MASSACHUSETTS
 CIVIL ENGINEERS - ARCHITECTS

PLAN OF PROPERTY			
SEARS, ROEBUCK AND CO.			
BROOKLINE AVENUE & PARK DRIVE			
BOSTON, MASSACHUSETTS			
DATE	BY	CHECKED	DATE
APR 10, 1928	J. E. H.	J. E. H.	APR 10, 1928
SCALE		SHEET NO. 1	

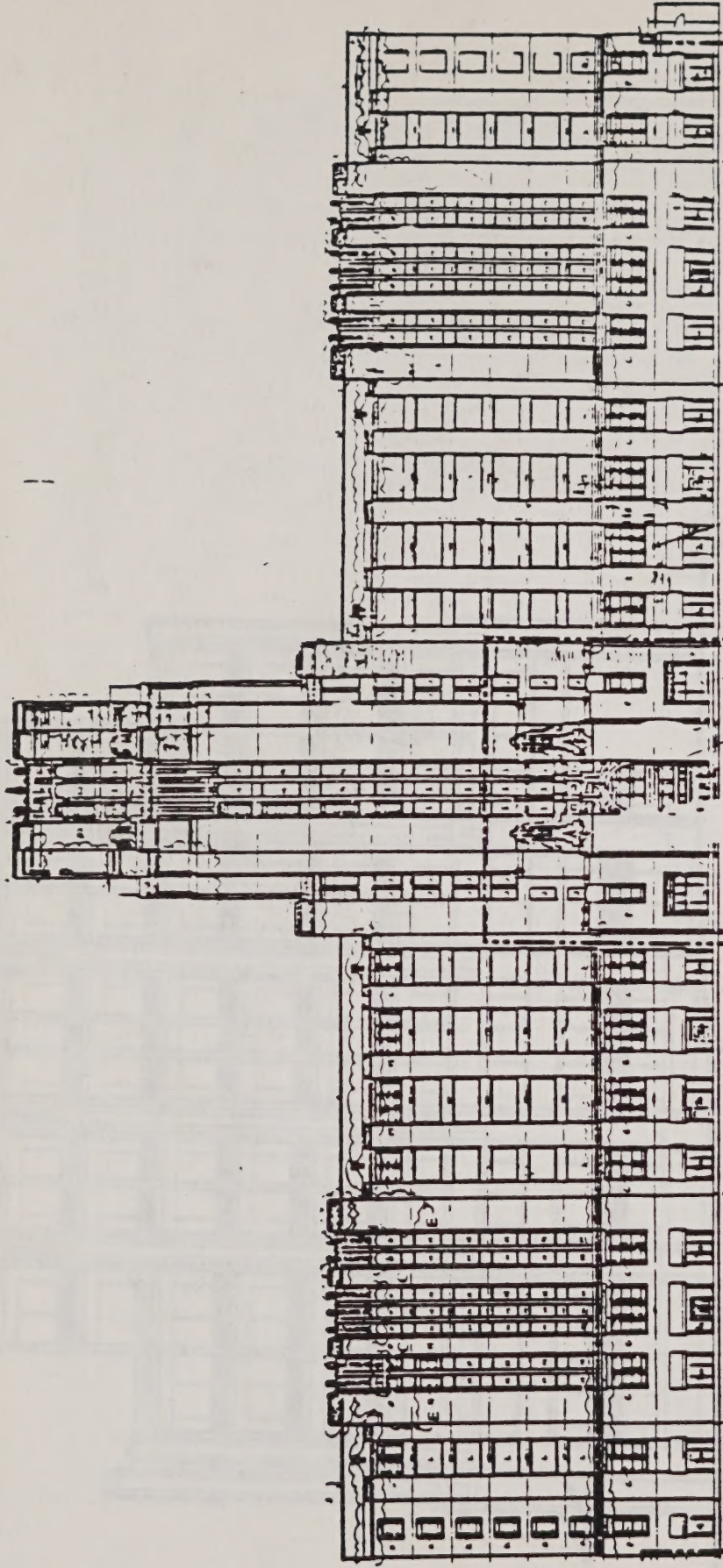
MAXIMUM BUILDING
HEIGHTS AND GROSS
FLOOR AREAS

<u>Building</u>	<u>Height Not To Exceed (feet)</u>	<u>Gross Floor Area Not To Exceed (square feet)</u>
Sears Building	200	907,000
Park Drive Building	120 ^A	223,000
Brookline Avenue Building	175	316,000
Garage	85 ^B	390,000

- A. The heights set forth above are based upon the definition of "Height of building" contained in the Code. Measurement of height under the Code is in part based on the grade of the land around the building. Accordingly, although the height of the base of the Sears Building calculated in accordance with the Code is less than the figure set forth above for the Park Drive Building, the top of the parapet of the Park Drive building will rise no higher than approximately the top of the parapet of the base of the Sears Building.
- B. The height of the Garage to the top of the last occupiable floor of the tower housing the stairwell and elevator shall not exceed 85 feet. The top of the parapet of the main portion of the Garage (other than the tower) shall not exceed 70 feet.

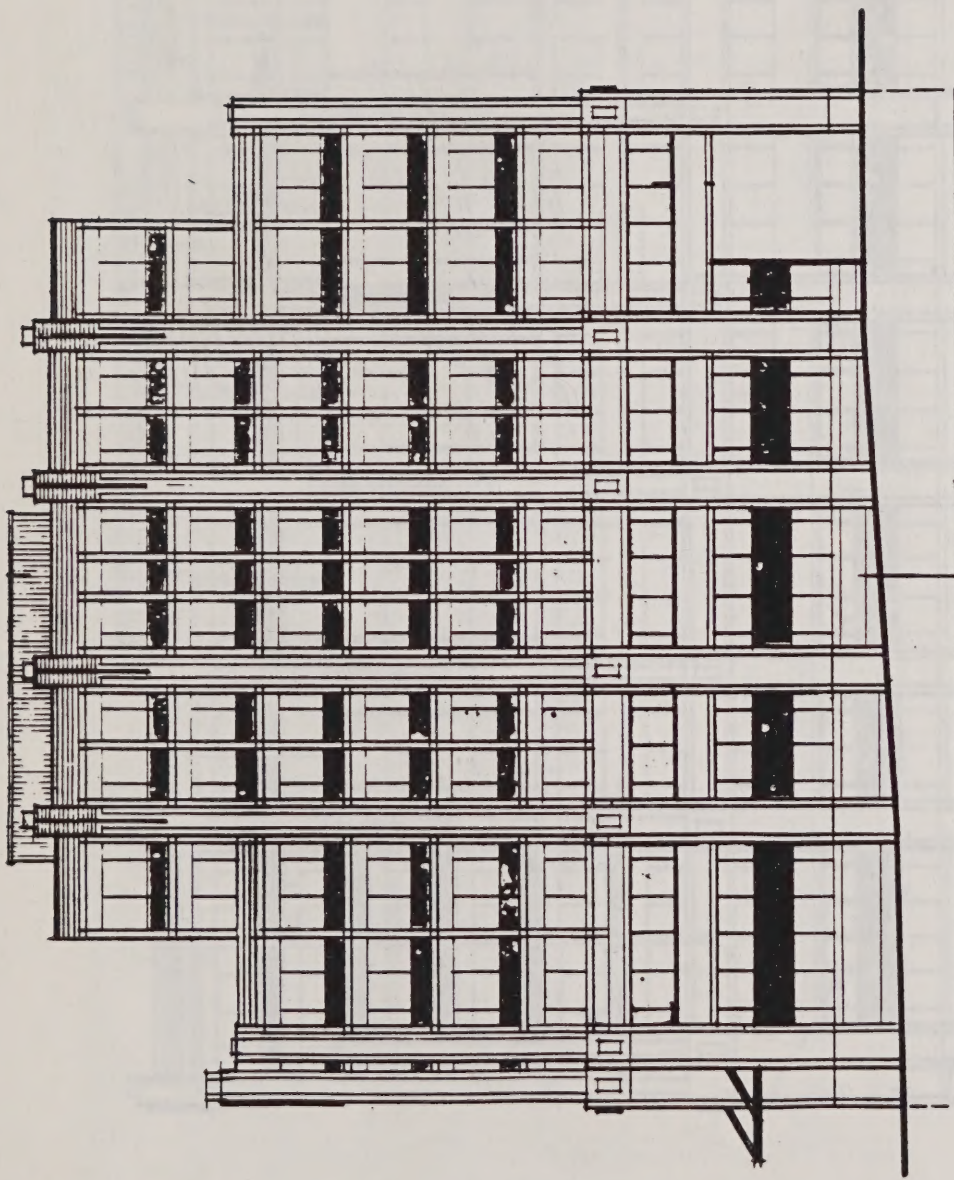
EXHIBIT D

(exhibit begins on next page)



SEARS BUILDING - South elevation

This elevation is shown on a plan entitled "Olmsted plaza - Design Development Submission, 309 Park Drive, Boston, Massachusetts" dated November 15, 1989 prepared by Notter Finegold + Alexander Inc., Sheet A-10



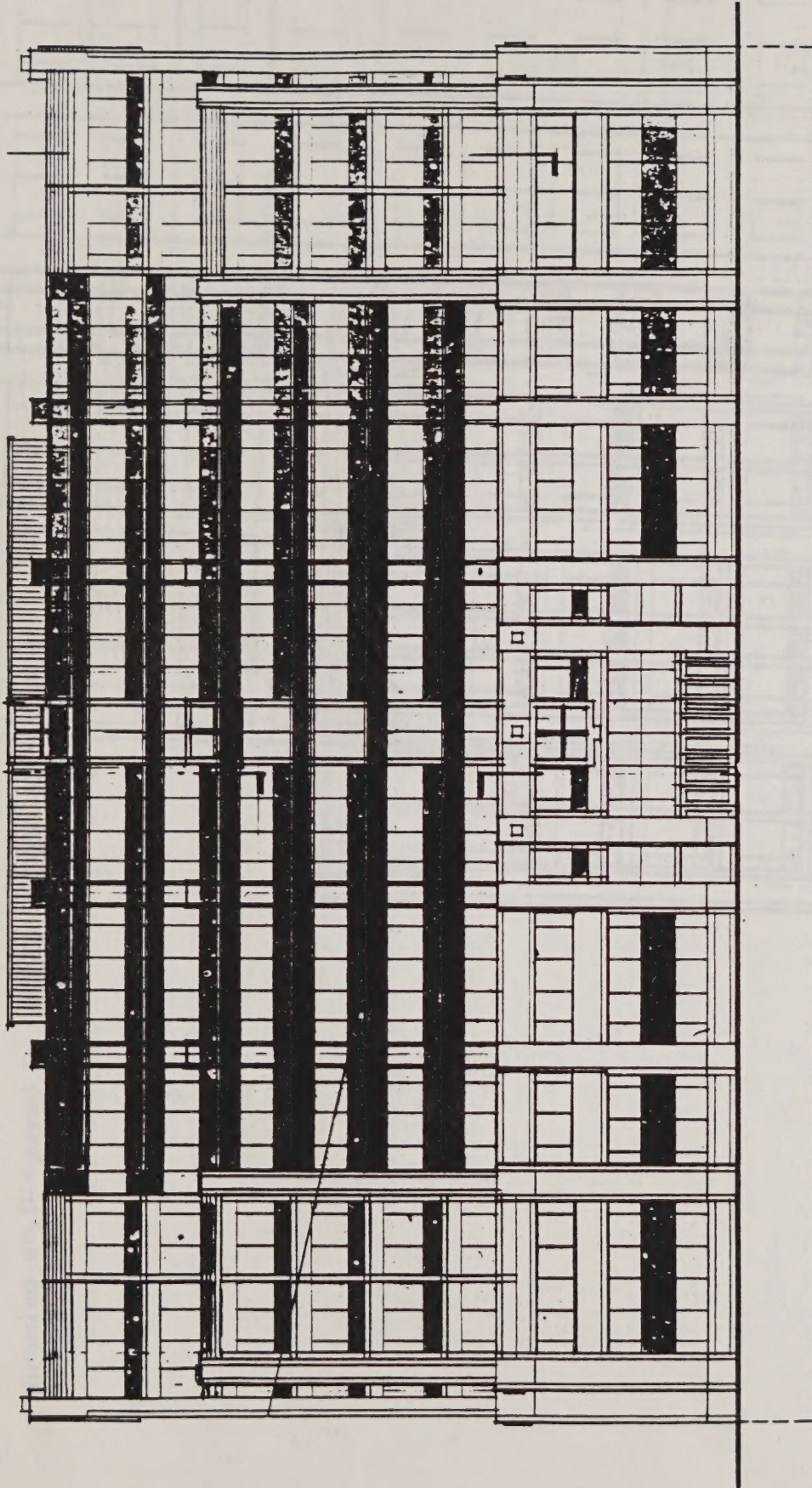
SOUTH ELEVATION

SCALE: 1/16"=1'-0"
(NORTH ELEVATION SIMILAR)



WEST ELEVATION

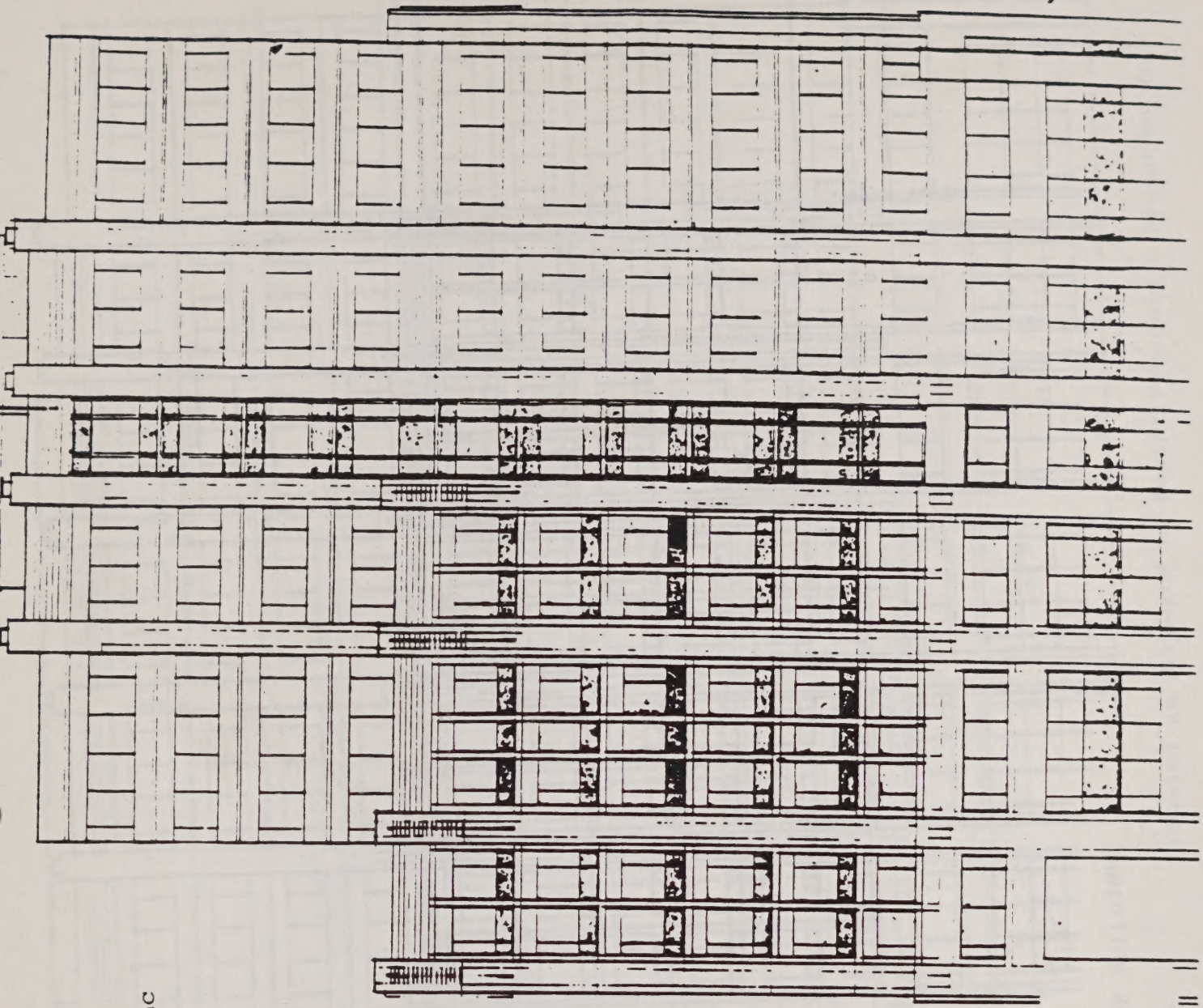
SCALE: 1/16" = 1'-0"



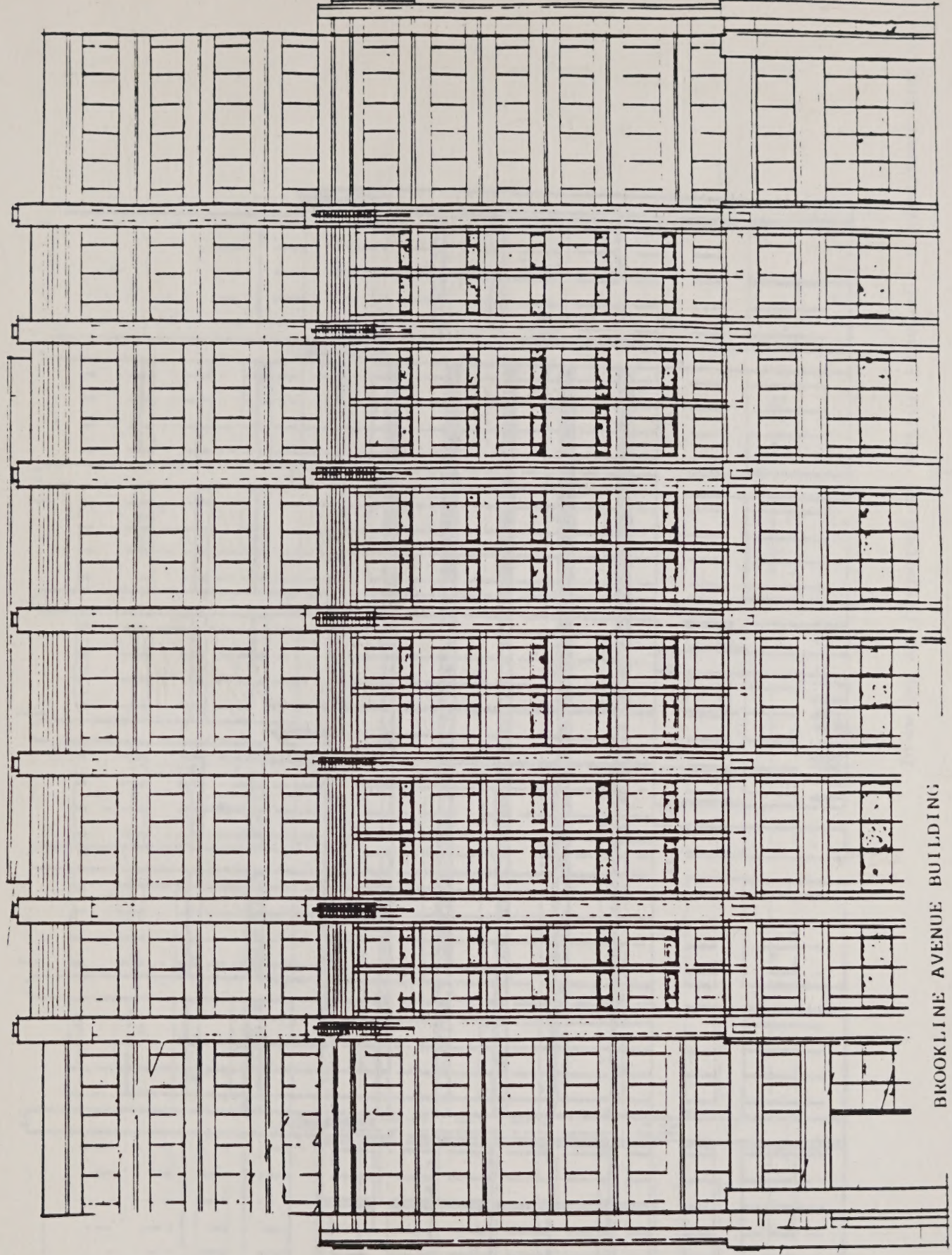
EAST ELEVATION

SCALE: 1/16"=1'-0"

Drawing as prepared by
Notter Finegold + Alexander Inc



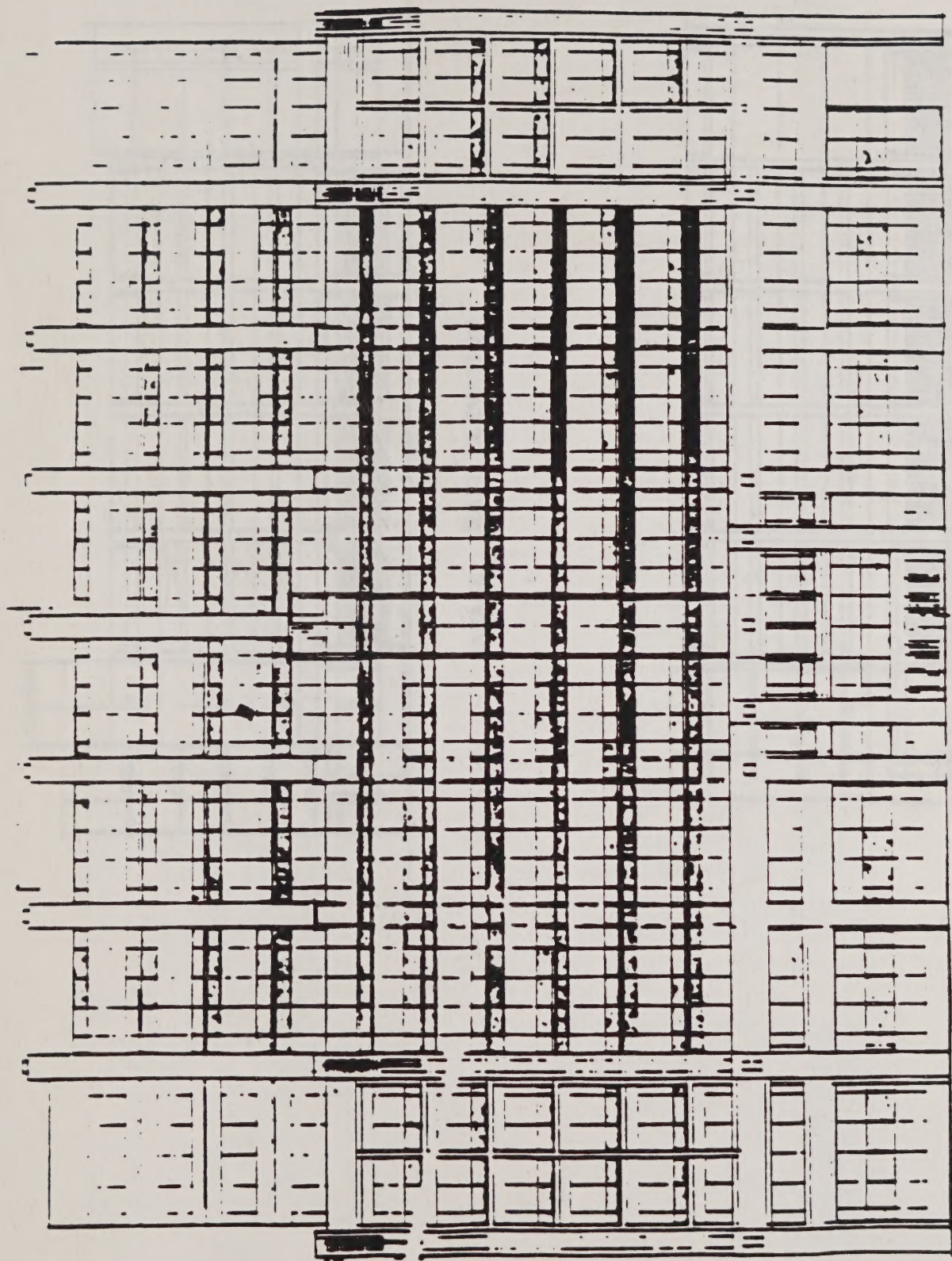
BROOKLINE AVENUE BUILDING
East elevation



BROOKLINE AVENUE BUILDING

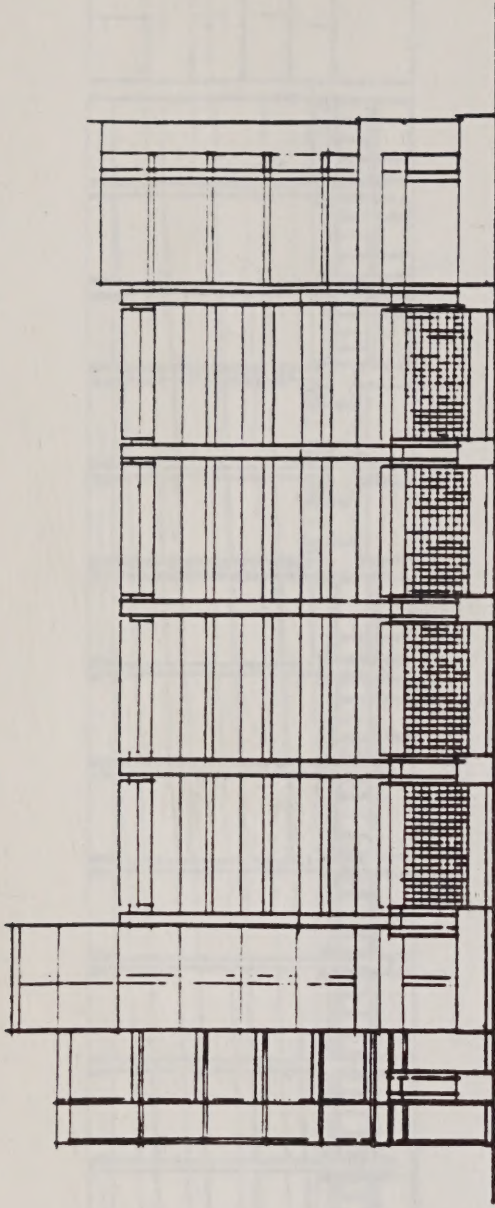
North elevation

Drawing as prepared by Notter Pinegold + Alexander Inc

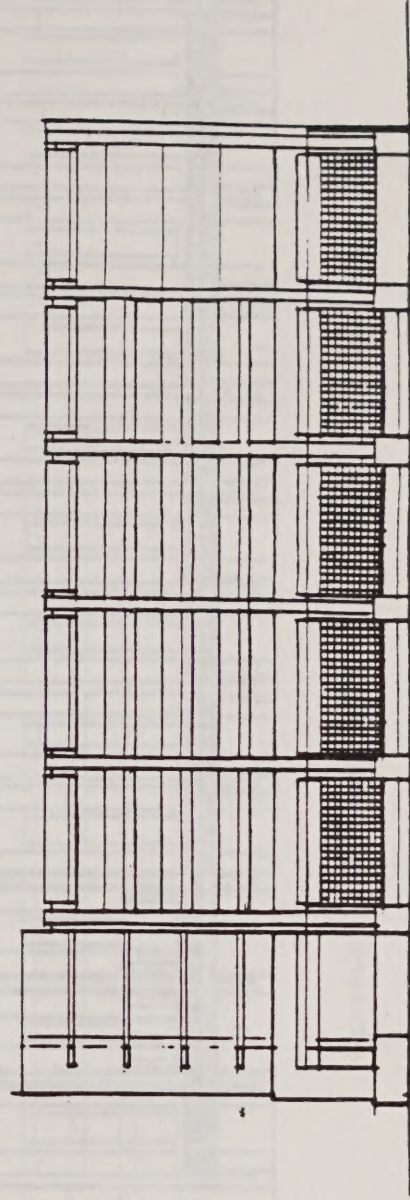


Drawing as prepared by Notter Finegold + Alexander Inc.

BROOKLINE AVENUE BUILDING - South Elevation

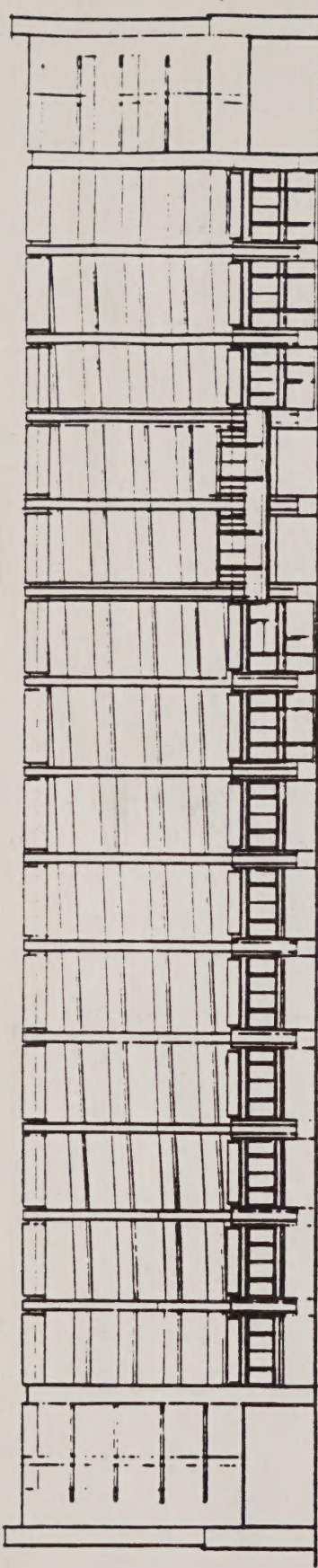


GARAGE EAST ELEVATION

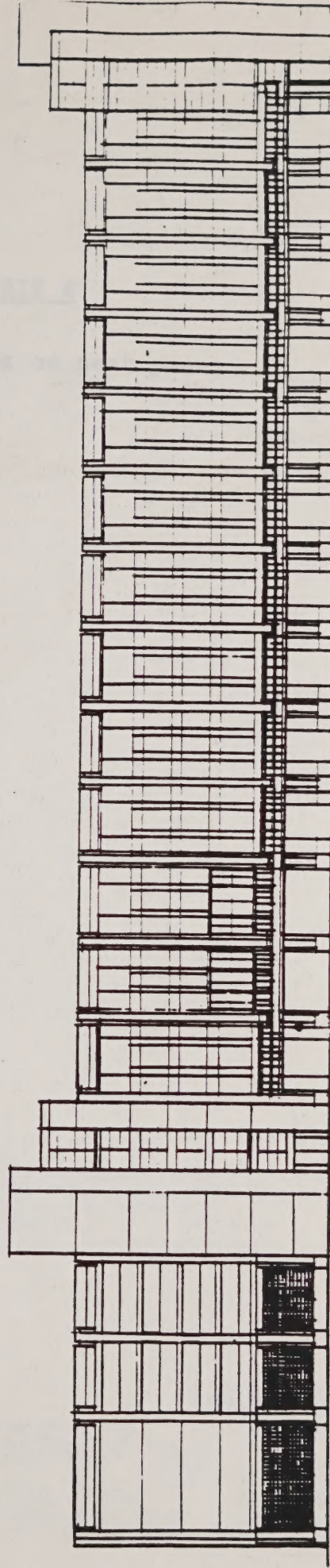


GARAGE WEST ELEVATION

As prepared by Notter Finegold + Alexander Inc



GARAGE NORTH ELEVATION



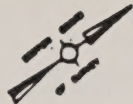
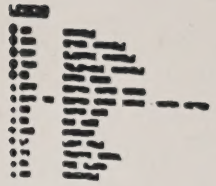
GARAGE SOUTH ELEVATION

As prepared by Notter Finegold + Alexander Inc

EXHIBIT E

(exhibit begins on next page)





SECURITY OF PERSONS AND
PROPERTY IN THE
UNITED STATES

Done

PLATE

FULLERTON STREET

BROOKLINE

(PAGE - LAST PAGE)

AVENUE

[illegible]

CE **COLLIER ENGINEERING CO., INC.**
AGENTS - SOUTH AMERICA
FOR ALL THE ABOVE

EXHIBIT F

(exhibit begins on next page)

TABLE OF PROPOSED USES

<u>USE NO.</u>	<u>USE</u>
15	Hotel; motel; apartment hotel
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts, provided that use for classroom teaching shall not be permitted unless such teaching is accessory to research and development uses
17	Day care center; nursery school; kindergarten
18	Trade, professional or other school
20	Library or museum, not conducted for profit and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24
20A	Library or museum not conducted for profit and accessory to use listed under Item 16A, 18, 22, 23, or 24, whether or not in the same lot
21	Place of worship; monastery; convent; parish house
22	Hospital or sanatorium not providing custodial care for drug addicts, alcoholics or mentally ill or mentally deficient persons; clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot
24	Scientific research and teaching labs not conducted for profit and accessory to Use Item 16, 16A, 18, 22, or 23, whether or not on the same lot
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area
29	Adult education center building; community center building; settlement house

- 30 Private club (including quarters of fraternal organizations) operated for members only
- 32 Telephone exchange (other than automatic)
- 33 Fire Station; police station
- 34 Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out, provided that such use shall not be designed for drive-through customers
- 37 Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles

- 37A The maintenance and operation of any amusement game machine in a private club, dormitory, fraternity or sorority house, or similar non-commercial establishment (other than as an accessory use described in Use Item No. 86a)
- 38 Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as accessory use described in Use Item No. 86b or 86c); provided that such establishment is customarily open to the public at large and does not exclude any minor by reason of age as a prevailing practice
- 39 Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use
- 39A Clinic not accessory to a main use
- 40 Real estate, insurance or other agency office
- 41 Office building, post office, bank (other than drive-in bank) or similar establishment
- 42 Office or display or sales space of a wholesale, jobbing or distributing house
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; or similar use

- 44 Tailor shop; hand laundry; dry-cleaning shop
- 46 Caterer's establishment; photographer's studio; printing plant; taxidermist's shop; upholsterer's shop; carpenter's shop; electrician's shop; plumber's shop; radio and television repair shop
- 48 Research laboratory; radio or television studio
- 49 Animal hospital or clinic; kennel; pound
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like, provided that such use shall not be designed for drive-in customers
- 54 Wholesale business, including accessory storage (other than of flammable liquid, gases and explosives) in roofed structures
- 56 Warehouse; storage of fifteen thousand gallons or less of flammable liquids or of ten thousand cubic feet or less of gases
- 58 Parking lot
- 59 Parking garage
- 60 Car wash
- 61 Rental agency, storing, servicing and/or washing rental motor vehicles and trailers
- 63 Railroad passenger station

- 68 Industrial Uses including manufacture or repair of cameras, cosmetics, electronic components, optical equipment, orthopedic or medical appliances, pharmaceutical products, packaging chemicals in connection with research and development uses otherwise permitted on the site.
- 70 Any use required to allow for the manufacture of chemicals which is objectionable or offensive for various reasons set forth in the Code
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located
- 72A As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard
- 73 As an accessory use subject to the limitations and restrictions of Article 10, an office, within a main building, of an accountant, architect, attorney, dentist, physician or other professional person who resides in such building
- 74 As an accessory use subject to the limitations and restrictions of Article 10, an occupation for profit customarily carried on in a dwelling unit by a person residing therein

- 77 As an accessory use subject to Article 10, the keeping of laboratory animals incidental to educational or institutional use
- 78 As an accessory use subject to the limitations and restrictions of Article 10, in buildings with more than fifty dwelling units, and in hotels with more than fifty sleeping rooms, news-stand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use
- 81 As an accessory use subject to the limitations and restrictions of Article 10, the manufacture, assembly or packaging of products sold on the lot
- 83 As an accessory use subject to the limitations and restrictions of Article 10, permanent dwellings for personnel required to reside on a lot for the safe and proper operation of a lawful main use of such lot
- 84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in an I district
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use

EXHIBIT G

ANTICIPATED ZONING EXCEPTIONS

In connection with the development of the Project, it is anticipated that the Site will be subdivided into three lots. These lots are shown on the plan attached hereto as Exhibit 1. The lots shown on Exhibit 1 are designated the "Park Drive Lot" (on which the Park Drive Building is planned), the "Brookline Avenue Lot" (on which the Brookline Avenue Building is planned) and the "Sears Lot" (on which the Sears Building and the Garage are planned). The final locations and configurations of subdivided lots on the Site will be affected by final design, environmental and other development review by the Authority and by other governmental agencies and authorities.

The initial stage of development of the Project will involve the demolition of the warehouse additions, renovation of the Sears Building and construction of the Garage. As noted above, the Sears Building and the Garage are to be located on the Sears Lot. The remainder of the Site, including all of the Park Drive Lot and Brookline Avenue Lot, will consist of temporary grade level parking and temporary landscaping during this initial stage of development. Subsequent stages of development will entail completion of the Project, including the construction of the Park Drive Building on the Park Drive Lot, the construction of the Brookline Avenue Building on the Brookline Avenue Lot, and the completion of the Garage (to the extent not completed in the initial stage of development) on the Sears Lot.

Set forth below is a list of zoning exceptions required in connection with the Project for the Park Drive Lot, the Brookline Avenue Lot and the Sears Lot.

I. Park Drive Lot

A. Exceptions Required for Grade Level Parking

1. Conditional Use Permits or Exceptions Required for Uses

Article 8, Section 7 (Use Items)

<u>No.</u>	<u>Use</u>
58	Parking lot

2. Exceptions Required for Dimensional Requirements

Section

23-9 Off-Street Parking Design

3. Other Exceptions Required

Section

6-3A Additional Relief Required Within
Restricted Parking District

B. Exceptions Required for Park Drive Building

1. Conditional Use Permits or Exceptions Required for
Uses

a. Article 8, Section 7 (Use Items)

No.

Use

- | | |
|-----|--|
| 16A | College or university granting degrees by authority of the Commonwealth of Massachusetts, provided that use for classroom teaching shall not be permitted unless such teaching is accessory to research and development uses. |
| 18 | Trade, professional or other school. |
| 20A | Library or museum not conducted for profit and accessory to use listed under Item 16A, 18, 22, 23, or 24 whether or not in the same lot. |
| 22 | Hospital or sanatorium not providing custodial care for drug addicts, alcoholics or mentally ill or mentally deficient persons; clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot. |

- 24 Scientific research and teaching labs not conducted for profit and accessory to Use Item 16, 16A, 18, 22, or 23, whether or not on the same lot.
- 27A Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
- 29 Adult education center building; community center building; settlement house.
- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 34 Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for

take-out, provided that such use shall not be designed for drive-through customers.

- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like, provided that such use shall not be designed for drive-in customers.
- 54 Wholesale business, including accessory storage (other than of flammable liquid, gases and explosives) in roofed structures.
- 56 Warehouse; storage of fifteen thousand gallons or less of flammable liquids or of ten thousand cubic feet or less of gases.
- 61 Rental agency, storing, servicing and/or washing rental motor vehicles and trailers.
- 68 Industrial uses including manufacture or repair of cameras, cosmetics, electronic components, optical equipment, orthopedic or medical appliances, pharmaceutical products, packaging chemicals in connection with research and development uses otherwise permitted on the site.
- 70 Any use required to allow for the manufacture of chemicals which is objectionable or offensive for various reasons set forth in the Code.

- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district.
- 77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to educational or institutional use.
- 83 As an accessory use subject to the limitations and restrictions of Article 10, permanent dwellings for personnel required to reside on a lot for the safe and proper operation of a lawful main use of such lot.
- 84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in an I district.
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

b. Article 34 - Interim Office Use Controls

<u>No.</u>	<u>Use</u>
39	Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use.
40	Real estate, insurance or other agency office.

41 Office building, post office, bank
(other than drive-in bank) or
similar establishment.

2. Exceptions Required for Dimensional Requirements

Section

15-1 Floor Area Ratio

21-1 Setback of Parapets

3. Others Exceptions Required

Section

24-1 Off-Street Loading Bay Requirements

25-6 Flood Hazard District

II. Brookline Avenue Lot

A. Exceptions Required for Grade Level Parking

1. Conditional Use Permits or Exceptions Required for Uses

Article 8, Section 7 (Use Items)

No.

Use

58

Parking Lot

2. Exceptions Required for Dimensional Requirements

Section

23-9 Off-Street Parking Design

3. Other Exceptions Required

Section

6-3A Additional Relief Required Within Restricted
Parking District

B. Exceptions Required for Brookline Avenue Building

1. Conditional Use Permits or Exceptions Required for Uses

a. Article 8, Section 7 (Use Items)

<u>No.</u>	<u>Use</u>
15	Hotel; motel; apartment hotel.
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts, provided that use for classroom teaching shall not be permitted unless such teaching is accessory to research and development uses.
18	Trade, professional or other school.
20A	Library or museum not conducted for profit and accessory to use listed under Item 16A, 18, 22, 23, or 24 whether or not in the same lot.
22	Hospital or sanatorium not providing custodial care for drug addicts, alcoholics or mentally ill or mentally deficient persons; clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot.
24	Scientific research and teaching labs not conducted for profit and accessory to Use Item 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
29	Adult education center building; community center building; settlement house.

- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 34 Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out, provided that such use shall not be designed for drive-through customers.
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like, provided that such use shall not be designed for drive-in customers.
- 54 Wholesale business, including accessory storage (other than of flammable liquid, gases and explosives) in roofed structures.

- 56 Warehouse; storage of fifteen thousand gallons or less of flammable liquids or of ten thousand cubic feet or less of gases.
- 61 Rental agency, storing, servicing and/or washing rental motor vehicles and trailers.
- 68 Industrial uses including manufacture or repair of cameras, cosmetics, electronic components, optical equipment, orthopedic or medical appliances, pharmaceutical products, packaging chemicals in connection with research and development uses otherwise permitted on the site.
- 70 Any use required to allow for the manufacture of chemicals which is objectionable or offensive for various reasons set forth in the Code.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district.
- 77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to educational or institutional use.
- 78 As an accessory use subject to the limitations and restrictions of Article 10, in buildings with more than fifty dwelling units, and in hotels with more than fifty sleeping rooms, newsstand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building.

- 83 As an accessory use subject to the limitations and restrictions of Article 10, permanent dwellings for personnel required to reside on a lot for the safe and proper operation of a lawful main use of such lot.
- 84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in an I district.
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

b. Article 34 - Interim Office Use Controls

- 39 Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use.
- 40 Real estate, insurance or other agency office.
- 41 Office building, post office, bank (other than drive-in bank) or similar establishment.

2. Exceptions Required for Dimensional Requirements

Section

- 14-2 Lot Area Per Dwelling Unit
- 15-1 Floor Area Ratio
- 18-1 Front Yard Requirements
- 18-3 Traffic Visibility Across Corner
- 18-4 Front Yard Requirements (Other Street)
- 20-1 Rear Yard Requirements
- 21-1 Setback of Parapets

3. Other Exceptions Required

Section

- | | |
|------|-------------------------------------|
| 23-1 | Off-Street Parking Requirements |
| 23-8 | Location of Off-Street Parking |
| 24-1 | Off-Street Loading Bay Requirements |
| 25-6 | Flood Hazard District |

III. Sears Lot

A. Conditional Use Permits or Exceptions Required for Uses

1. Article 8, Section 7 (Use items)

<u>No.</u>	<u>Use</u>
------------	------------

- | | |
|-----|--|
| 16A | College or university granting degrees by authority of the Commonwealth of Massachusetts, provided that use for classroom teaching shall not be permitted unless such teaching is accessory to research and development uses. |
| 18 | Trade, professional or other school. |
| 20A | Library or museum not conducted for profit and accessory to use listed under Item 16A, 18, 22, 23, or 24 whether or not in the same lot. |
| 22 | Hospital or sanatorium not providing custodial care for drug addicts, alcoholics or mentally ill or mentally deficient persons; clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot. |
| 24 | Scientific research and teaching labs not conducted for profit and accessory to Use Item 16, 16A, 18, 22, or 23, whether or not on the same lot. |

- 27A Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
- 29 Adult education center building; community center building; settlement house.
- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 34 Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A, including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out, provided that such use shall not be designed for drive-through customers
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale

of garden supplies, agricultural produce, flowers and the like, provided that such use shall not be designed for drive-in customers.

- 54 Wholesale business, including accessory storage (other than of flammable liquid, gases and explosives) in roofed structures.
- 56 Warehouse; storage of fifteen thousand gallons or less of flammable liquids or of ten thousand cubic feet or less of gases.
- 59 Parking garage.
- 61 Rental agency, storing, servicing and/or washing rental motor vehicles and trailers.
- 68 Industrial uses including manufacture or repair of cameras, cosmetics, electronic components, optical equipment, orthopedic or medical appliances, pharmaceutical products, packaging chemicals in connection with research and development uses otherwise permitted on the site.
- 70 Any use required to allow for the manufacture of chemicals which is objectionable or offensive for various reasons set forth in the Code.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district.
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located.

- 77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to educational or institutional use.
- 83 As an accessory use subject to the limitations and restrictions of Article 10, permanent dwellings for personnel required to reside on a lot for the safe and proper operation of a lawful main use of such lot.
- 84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in an I district.
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

2. Article 34 - Interim Office Use Controls

- 39 Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use.
- 40 Real estate, insurance or other agency office.
- 41 Office building, post office, bank (other than drive-in bank) or similar establishment.

B. Exceptions Required for Dimensional Requirements

1. Exceptions Required for Sears Building

Section

- 15-1 Floor Area Ratio
- 20-1 Rear Yard Requirements
- 21-1 Setback of Parapets

2. Exceptions Required for Garage

Section

- 15-1 Floor Area Ratio
- 20-1 Rear Yard Requirements
- 21-1 Setback of Parapets
- 23-9 Off-Street Parking Design

C. Other Exceptions Required

1. Exceptions Required for Sears Building

Section

- 24-1 Off-Street Loading Bay Requirements
- 25-6 Flood Hazard District

2. Exceptions Required for Garage

Section

- 6-3A Additional Relief Required Within
Restricted Parking District
- 25-6 Flood Hazard District

EXHIBIT 1

(exhibit begins on next page)



EXHIBIT H

(exhibit begins on next page)

Oldest Plaza Summary

<u>Site</u>	<u>Development</u>	<u>Maximum Parking Spaces</u>	<u>Estimated Construction Period</u>	<u>Other Improvements Included in Phase</u>
PHASE I Sears Lot	Sears Building (907,000 GFA) Garage (390,000 GFA)	0 1155	1990-1991 1990-1992	*All circulation side- walks on the Sears Lot
Park Dr. Lot Brookline Ave. Lot	Temporary Surface Parking Temporary Surface Parking	80 80 13151	1990-1992 1990-1992	*Temporary landscaping around surface parking lots *All landscaping associated with the Sears Lot *Stairways from the Porter Drive sidewalk and from the Project to the Fenway Park stop on MBTA Green Line *Sidewalks on Brookline Avenue and Park Drive Lots in at least the same condition as they now are
SUBSEQUENT STAGES OF DEVELOPMENT	No further development Park Dr. Building (235,000 GFA) Brookline Dr. Building (316,000 GFA)	1155 0 0 11552	n/a 1992-1996 1992-1996	*Permanent Sidewalks adjacent to Park Drive Lot and Brookline Drive Lot *All landscaping associated with the Park Drive Lot and Brookline Drive Lot, including, if necessary, modifications to stairway from the Project to the Fenway Park Stop on MBTA Green Line

- In addition, it is anticipated that, subject to obtaining necessary approvals, temporary surface parking will also be available on the parcel across Park Drive from the Site (the "Emerald Necklace Parcel") and on the parcel on Van Ness Street bounded by Van Ness Street, Yawkey Way, a passageway and land now or formerly of Harvard Community Health Plan (the "Van Ness Parcel"). The Emerald Necklace Parcel will contain up to 260 parking spaces. The Van Ness Parcel will contain up to 125 parking spaces.
- Subject to obtaining necessary approvals, it is anticipated that a parking garage containing approximately 440-500 parking spaces will be developed on the Van Ness Parcel. Temporary surface parking will be eliminated from both the Van Ness Parcel and the Emerald Necklace Parcel. The Emerald Necklace Parcel will be developed as a public park. Construction of the park will be completed by July 1, 1992, subject to causes beyond the reasonable control of the developer.

EXHIBIT D

(exhibit begins on next page)

DEVELOPMENT REVIEW PROCEEDINGS

CITY OF BOSTON

Raymond L. Flynn, Mayor

BOSTON REDEVELOPMENT AUTHORITY

Robert L. Finkel, Chairman

Joseph J. Walsh, Vice-Chairman

James R. Flannery, Treasurer

Clarence J. Jones, Vice-Treasurer

Michael F. Dehan, Member

Kenneth G. Sullivan, Secretary

Michael C. Boyle, Director

1985, Revised 1986

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Appendix 3: Form 3 - Review Authority

Appendix 4: Form 4 - Review Authority

DEVELOPMENT REVIEW PROCEDURES

CITY OF BOSTON

Raymond L. Flynn, Mayor

BOSTON REDEVELOPMENT AUTHORITY

Robert L. Farrell, Chairman

Joseph J. Walsh, Vice-Chairman

James K. Flaherty, Treasurer

Clarence J. Jones, Vice-Treasurer

Michael F. Donlan, Member

Kane Simonian, Secretary

Stephen Coyle, Director

1985, Revised 1986

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INTRODUCTION

As the city's planning and development agency, the Boston Redevelopment Authority (BRA) functions as a coordinator for development projects and has direct responsibility for reviewing development proposals. The BRA's review authority covers a wide range of projects. Projects may require zoning review initiated by a request for a building or occupancy permit from the Inspectional Services Department (ISD), review of financing mechanisms such as Chapter 121A, Commercial Area Revitalization Districts (CARDs), and Urban Development Action Grants (UDAGs), and review of proposals for publicly owned land.

The BRA reviews proposals for their overall viability and expected benefits to the city. Review criteria may vary depending on location, type, and size of the project. Design criteria include specifications for building height, massing, materials, and other guidelines to preserve Boston's history and character. Environmental concerns which are assessed include a project's impacts on sunlight, daylight, wind, groundwater, and air and water quality, both during construction and upon completion. Effects on surrounding neighborhoods, displacement, and community participation are also considered in the review process. Transportation review is concerned with the impacts of additional traffic, parking and loading, and examines proposed changes to rights-of-way or physical changes, encroachments on public space, curb cuts, and requirements of the Boston Air Pollution Control Commission, if applicable. Review criteria are included in the Zoning Code and planning documents.

This booklet outlines the BRA's review process, describes the sources which initiate the BRA's various review functions, outlines the stages of its review, and provides a comprehensive list of submission requirements and development review fees. Projects vary in size and complexity; therefore not all requirements are appropriate to all projects. For example, requests for zoning actions to construct a three-unit dwelling require a review quite different than that for a multi-story commercial project. The extent of the review is defined at an initial meeting between the developer and BRA staff.

Before construction on any project commences, a building permit must be obtained from ISD which is responsible for enforcing the Zoning Code, the Massachusetts State Building Code, and other laws and ordinances relating to building construction and occupancy.

The Massachusetts Environmental Policy Act (MEPA) requires a state review of certain projects to evaluate their environmental impacts. Because MEPA applies to a number of projects which undergo BRA reviews, MEPA's authority and procedures are outlined in Appendix 4.

BRA DEVELOPMENT REVIEW PROCEDURES

To evaluate the quality and appropriateness of a proposal based on objectives stated in plans, guidelines, and regulations governing development in Boston, the Boston Redevelopment Authority conducts a four-stage review process. This review is conducted by BRA staff from its design, development, planning, transportation, environmental, zoning, and engineering departments. The staff is assisted on a project by project basis by citizen advisory groups, the Boston Civic Design Commission, professional associations, and other constituencies. The time-frame for development review and the sequence of phasing may vary depending on the complexity of the project.

Concurrent with the design review of a project and prior to project approval, developers may be required to formulate (1) an access plan which outlines how adverse traffic impacts will be mitigated; (2) an affirmative housing plan; and (3) an employment plan. The submission materials and circumstances under which such plans are required are outlined in the following section entitled "Submission Requirements".

Step One: DEVELOPMENT CONCEPT

Projects are either privately or publicly initiated and the first step in development review varies accordingly. For a privately initiated project, the developer contacts the BRA with a letter of interest which briefly describes the project. The BRA meets with the developer to discuss the development concept, government regulations and procedures, and submission requirements appropriate to the project from the comprehensive list included in this document.

Publicly initiated projects include the disposition or leasing of city- or BRA-owned property which, because of size and location, require development review by the BRA. At the request of the city for city-owned property or at its own behest for BRA-owned property, the BRA may prepare a developer's kit for a specific site, outlining the development concept and guidelines. A request for proposals to develop the site is usually publicly advertised. The applicants are interviewed and the proposals are reviewed by the BRA. For projects proposed in a neighborhood setting, community representatives are notified. Based on the evaluation, the BRA grants tentative designation to a developer for BRA-owned property, or for city-owned property recommends a developer to the Real Property Board or Public Facilities Commission. From this point on, publicly and privately initiated projects follow similar review procedures. In some cases for BRA-owned property, tentative designations will not be made until after schematic review.

Step Two: SCHEMATIC REVIEW

This review is intended to secure agreement on and approval of the basic development concept prior to extensive design development. At this stage, the developer submits schematic project materials requested by the BRA. BRA staff reviews the proposal and recommends revisions. The schematic design is subject to environmental review to determine

microclimate and other impacts, and, if necessary, the project is changed to mitigate adverse impacts. During the schematic stage, various environmental impacts will be assessed, especially traffic, wind, sunlight and daylight. For large-scale projects, a draft environmental impact assessment report may be required. Simultaneously, the Boston Civic Design Commission (BCDC) reviews schematic designs to make recommendations to the Mayor and the BRA as to the Commission's approval, need for modification or further review, or disapproval of the plans. If two-thirds of the Commission votes to disapprove of the schematic design, the Boston Redevelopment Authority, or where appropriate, the Mayor may require a redesign of the project. Acceptance by the BRA and BCDC of the schematic design initiates the next stage of review.

Step Three: DESIGN DEVELOPMENT

The third phase of review is intended to secure agreement on and approval of the final design prior to extensive and detailed work on the working drawings. At this stage, financing mechanisms are refined. Applications for government subsidy programs are prepared for publicly supported projects. ISD staff shall join in the review process at this stage.

The developer submits design development materials as requested by the BRA and ISD. The materials are reviewed by BRA and ISD staff and, if necessary, modifications are requested. A final environmental review is conducted and a final environmental impact assessment report may be required.

At this stage, the BRA Board acts on development proposals to recommend appropriate zoning actions to the Zoning Commission and Board of Appeal, and to designate or recommend developers for public property. The public is invited to comment on projects. Based on BRA and ISD staff analyses and public comments, the Board recommends appropriate actions to other government entities and/or grants final designation of developers for BRA property. The timing of BRA Board actions with respect to the final designation of developers may vary. If final designation precedes any aspect of review, the developer is nonetheless bound to complete all requirements prior to the BRA's approval of contract documents.

The Zoning Commission and Board of Appeal consider the BRA's recommendations in their decisions. The Board of Appeal may condition its approval of a requested zoning action on final design review by the BRA. (Zoning Procedures, a booklet which complements this one, outlines the stages of zoning review.)

Step Four: CONTRACT DOCUMENTS

Prior to the issuance of a building permit by the Inspectional Services Department, the BRA and ISD review final working drawings and the selection of all building materials visible to the public. This review is intended to secure final agreement on and approval of the contract documents and the complete proposal.

During preparation of the contract documents, it is the developer's responsibility to notify the Authority and secure its approval of all changes from the approved design development drawings that are contemplated for site improvements, exterior facades, roofscape and interior public spaces. Progress drawings representing 50% completion of the contract documents may be required for review by the Authority.

Once contract documents have been approved and construction has begun, the only items subject to additional review will be requests for change orders in the construction. The developer must request permission to make changes from approved drawings, which may not be undertaken until such approval has been obtained from the BRA and ISD. Site visits may be conducted to ensure construction of the project is in accordance with the contract documents. After review of the project by BRA staff, a certificate of completion will be approved by the Board, certifying that the project has been completed according to the terms of the Authority's tentative and final designations. A Certificate of Occupancy must be obtained from ISD prior to occupancy of the building.

2.2.2.2.2. Special Purpose Districts

The zoning code defines several categories of special purpose overlay districts which include Planned Development Areas (PDAs) and Urban Renewal Areas (URAs) and Historic Districts (HDs). These districts are established to provide for the development of specific areas which are of special interest to the community. The zoning code requires that any project within these districts must first obtain approval from the Board of Zoning Adjustments (BZA) before any construction can begin. The BZA will consider the project's impact on the surrounding area and will make a recommendation to the Board of Zoning Adjustments.

2.2.2.2.3. Planned Development Areas

The zoning code defines several categories of special purpose overlay districts which include Planned Development Areas (PDAs) and Urban Renewal Areas (URAs) and Historic Districts (HDs). These districts are established to provide for the development of specific areas which are of special interest to the community. The zoning code requires that any project within these districts must first obtain approval from the Board of Zoning Adjustments (BZA) before any construction can begin. The BZA will consider the project's impact on the surrounding area and will make a recommendation to the Board of Zoning Adjustments.

2.2.2.2.4. Urban Renewal Areas

The zoning code defines several categories of special purpose overlay districts which include Planned Development Areas (PDAs) and Urban Renewal Areas (URAs) and Historic Districts (HDs). These districts are established to provide for the development of specific areas which are of special interest to the community. The zoning code requires that any project within these districts must first obtain approval from the Board of Zoning Adjustments (BZA) before any construction can begin. The BZA will consider the project's impact on the surrounding area and will make a recommendation to the Board of Zoning Adjustments.

2.2.2.2.5. Historic Districts

The zoning code defines several categories of special purpose overlay districts which include Planned Development Areas (PDAs) and Urban Renewal Areas (URAs) and Historic Districts (HDs). These districts are established to provide for the development of specific areas which are of special interest to the community. The zoning code requires that any project within these districts must first obtain approval from the Board of Zoning Adjustments (BZA) before any construction can begin. The BZA will consider the project's impact on the surrounding area and will make a recommendation to the Board of Zoning Adjustments.

BRA REVIEW AUTHORITY

A project may require BRA review for three reasons: a request for a building or occupancy permit that requires zoning relief, the use of financing mechanisms, or the leasing or disposition of public property. One or more of these reasons may be applicable to an individual project and will initiate review by the Authority.

1. ZONING REVIEW

Zoning review is initiated by a request for a building or occupancy permit. If the application complies with the Building and Zoning Codes and with other city requirements, a permit is issued by ISD. If a project plan does not comply with the Zoning Code, permission to deviate from the Code may be sought by an exception, variance, conditional use permit from the Board of Appeal after a formal letter of refusal is obtained from ISD. Following BRA staff review and Board recommendation, the Board of Appeal holds a public hearing and the zoning variance or conditional use permit may be approved.

Zoning Variances and Conditional Use Permits

To obtain a variance an applicant must demonstrate that special circumstances exist which make a property different from others in the district. The Zoning Code specifies which uses are conditional, as opposed to those which are specifically allowed or forbidden in a district. The applicant obtains a conditional use permit by demonstrating that the proposed use is suitable for its location and will not have a detrimental effect on the surrounding areas.

Special Zoning Designations

The Zoning Code defines several categories of special purpose overlay districts which include Planned Development Areas (PDAs) and Urban Renewal Areas (URAs) and Interim Planning Overlay Districts (IPODs). In these districts, the regulations specified for the base district apply, except when they are in conflict with the special regulations for a particular overlay district which then requires a special zoning designation. Special zoning designations require a zoning amendment in addition to other procedures and can be sought for PDAs and URAs.

o Planned Development Areas

PDA designation may be obtained for a project on a site of at least one acre. To effectuate a PDA designation, the BRA must approve a development plan, the Zoning Commission must adopt a map amendment, and the Board of Appeal must grant exceptions to the Zoning Code.

o Urban Renewal Subdistricts

An urban renewal subdistrict designation is only allowed within an already approved urban renewal project area. It is available only after the BRA is assured the proposal's zoning map amendment conforms with the area's urban renewal plan and with the specific requirements for development of the particular subdistrict.

o Interim Planning Overlay Districts

An Interim Planning Overlay District is a zoning mechanism used to control development while changes to the Zoning Code are being reviewed and debated. IPODs will prohibit the construction of new buildings inconsistent with the proposed Zoning Code changes.

The interim overlay zoning stays in place for only a limited time. If, during the interim period, the original zoning is changed, then the new zoning will control development at the end of the interim period. If no change occurs, the zoning reverts to the previously existing zoning.

Development Impact Projects

A request for a variance, conditional use permit, exception, and zoning map or text amendment triggers the need for Development Impact Project approval if the project is 100,000 square feet or more of commercial space. Developers of such projects are required to make a development impact payment to the Neighborhood Housing Trust or to contribute to the creation of low and moderate-income housing in the city.

Development Impact Project (DIP) Plans must be submitted to the BRA for staff review, and subsequently presented to the BRA Board at a public hearing. If the Board approves the plans, the developer enters into a Development Impact Project Exaction Agreement with the BRA. Under the requirements of the city's Zoning Code, the Board of Appeal and the Zoning Commission can not approve a project until the Authority certifies that a DIP Agreement has been executed.

2. REVIEW OF FINANCING MECHANISMS

The BRA has review authority for three types of financing mechanisms to be used to allow developments which provide public benefits to the city. These financing mechanisms include Chapter 121A, Commercial Area Revitalization Districts (CARDs), and Urban Development Action Grants (UDAGs).

Chapter 121A

Under M.G.L., Chapter 121A and Chapter 652 of the Acts of 1960, the BRA, with the approval of the Mayor, has the power to approve applications for the formation of non-profit, limited dividend or cooperative entities for the purpose of redevelopment in a blighted, open, decadent or substandard area. Chapter 121A essentially offers a tax incentive to build in a blighted area.

Chapter 121A provides for 15 years exemption from taxation on real and personal property. The corporation instead pays a Section 10 excise tax of 5 percent of gross income and \$10 per \$1000 of fair cash valuation to the Commonwealth of Massachusetts. Section 6A payments agreed upon by the corporation and the city are paid directly to the city. Following a BRA staff review, public hearing, and BRA Board approval, the application goes to the Mayor for approval.

Commercial Area Revitalization District

The BRA is responsible for administering the state-assisted grant program, Commercial Area Revitalization District (CARD). Through the CARD program, economic development incentives are made available to commercial and industrial enterprises for development projects and the leasing of new facilities.

To be eligible, a development project or leasing program must be located in a CARD. A CARD may be located in either neighborhoods or the downtown core. The incentives for commercial enterprises to locate in a CARD include below market interest rate Industrial Revenue Bonds, mortgage insurance on a portion of the total project financing, and a net income deduction and tax credit to be applied to state corporate excise taxes which are owed by a commercial enterprise certified as an eligible business facility by the State Job Incentive Bureau.

As the city planning agency, the BRA conducts a financial analysis to determine if the project requires an Industrial Revenue Bond to be economically feasible and if it fits into the CARD plan. Following staff review and approval, a letter of approval is sent to the Boston Industrial Development Finance Agency which issues and approves the Industrial Revenue Bond.

Urban Development Action Grants

An Urban Development Action Grants (UDAG) is a financing mechanism which assist developments requiring public assistance by supplementing the private investment. UDAGs are primarily used for leveraging private investment and job creation. To be eligible for a UDAG, the project must have definitive financial commitment by a private investor and must include housing and community development or economic activity. City of Boston policy stipulates that UDAG funds are made as loans rather than grants. The loan repayments are used for neighborhood economic development projects throughout the city.

The BRA plays a strong role in UDAGs in design and environmental review and the preparation of the UDAG proposal. The City Council gives final approval, prior to the Department of Housing and Urban Development submission.

3. REVIEW FOR THE LEASING AND DISPOSITION OF PUBLIC PROPERTY

The selling or leasing of public property may initiate development review by the BRA. For certain BRA and city-owned parcels, the BRA prepares developer kits which outline design and development guidelines. To formulate guidelines for some parcels, the BRA seeks the assistance of community groups and the Boston Society of Architects. The BRA then makes a request for proposals and reviews the submissions received. A tentative designation is recommended for the most appropriate proposal. The proposal is then subject to the extensive review process described on pages 2-4, similar to that of privately-initiated projects. At its completion, the developer is granted final designation.

SUBMISSION REQUIREMENTS

Following is a comprehensive list of BRA submission requirements. Developers of large projects, typically those greater than 100,000 square feet in size, would be required to provide much of this information. Smaller proposals would provide only the information appropriate to their context and complexity, as defined by the BRA. Financing mechanisms, such as Chapter 121A, CARD, and UDAG programs, have additional requirements which are defined in other booklets. ISD requirements may be obtained from that department.

In addition to full-size scale drawings, 5 copies of a bound booklet containing all submission materials reduced to size 8½ x 11, except where otherwise specified, are required. For projects to be reviewed by the Boston Civic Design Commission, 10 booklets containing the applicant information and the design submission materials are required.

I. Applicant Information

A. Development Team

1. Names

- a. Developer (including description of development or Chapter 121A entity)
- b. Attorney
- c. Project consultants

2. Business address and telephone number for each

3. Designated contact for each

4. Description of current or formerly-owned developments in Boston

B. Legal Information

1. Legal judgements or actions pending concerning the proposed project

2. History of tax arrears on property owned in Boston by development team

3. Property Title Report including current ownership and purchase options of all parcels in the development site

II. Financial Information

(See Appendix 1 for sample forms.)

A. Full disclosure of names and addresses of all financially involved participants and bank references

B. Nature of agreements for securing parcels not owned by prospective developer

- C. Development Pro Forma
- D. Operating Pro Forma
- E. Sales Pro Forma
- F. Additional financial information pertinent to Chapter 121A, CARD, and UDAG applications

III. Project Area

- A. Description of metes and bounds of project area
- B. For Chapter 121A, CARD, UDAG, statements of fact establishing the need and rationale for such a designation (as required in their procedures)

IV. Relocation Information

- A. Statement by applicant concerning applicability to project of any Federal or State Relocation Regulations, and Citation of Regulations believed applicable
- B. If Chapter 121A, 121B or Chapter 79A is applicable then a statement is required that relocation information and relocation plan will be submitted under separate cover in accordance with Chapter 121A, 121B or Chapter 79A requirements.
- C. For projects not covered by federal or state programs containing relocation regulations, the following information:
 - 1. Number of units in building(s) to be demolished or vacated
 - 2. Number of occupied units, by type, per building
 - 3. Tenure of occupants (owner/tenant/sub-tenant)
 - 4. Name and address of each occupant (owner or prime tenant)
 - 5. Information on size and monthly costs:
 - a. Residential unit - number of rooms, bedrooms, and monthly rent, indicating included utilities
 - b. Non-residential - gross square feet of area, number of floors, including ground floors and monthly rent, indicating included utilities
 - 6. Length of occupancy of current occupant in unit (and building if greater)
 - 7. Estimate of the total number of small businesses
 - 8. Number, if any, of minority households or businesses displaced

9. Net increase or decrease in number of units:
 - a. Total number of housing units proposed
 - b. Reduction in rent controlled units

V. Project Design

A. Phase I Submission: Project Schematics

1. Written description of program elements and space allocation for each element
2. Neighborhood plan and sections at an appropriate scale (1" = 50' or larger) showing relationships of the proposed project to the neighborhood's:
 - a. massing
 - b. building height
 - c. scaling elements
 - d. open space
 - e. major topographic features
 - f. pedestrian and vehicular circulation
 - g. land use
3. Black and white 8"x10" photographs of the site and neighborhood
4. Sketches and diagrams to clarify design issues and massing options
5. Eye-level perspective (reproducible line drawings) showing the proposal in the context of the surrounding area
6. Aerial views of the project
7. Site sections at 1" = 20' or larger showing relationships to adjacent buildings and spaces
8. Site plan at an appropriate scale (1" = 20' or larger) showing:
 - a. General relationships of proposed and existing adjacent buildings and open space
 - b. Open spaces defined by buildings on adjacent parcels and across streets

- c. General location of pedestrian ways, driveways, parking, service areas, streets, and major landscape features
 - d. Pedestrian, handicapped, vehicular and service access and flow through the parcel and to adjacent areas
 - e. Survey information, such as existing elevations, benchmarks, and utilities
 - f. Phasing possibilities
 - g. Construction limits
- 9. Massing model at 1" = 100' for use in the Authority's downtown base model.
 - 10. Drawings at an appropriate scale (e.g., 1" = 8') describing architectural massing, facade design and proposed materials including:
 - a. Building and site improvement plans
 - b. Elevations in the context of the surrounding area
 - c. Sections showing organization of functions and spaces
 - 11. Preliminary building plans showing ground floor and typical upper floor(s)
 - 12. Proposed schedule for submission of design development materials

B. Phase II Submission: Design Development

- 1. Revised written description of project
- 2. Revised site sections
- 3. Revised site plan showing:
 - a. Relationship of the proposed building and open space to existing adjacent buildings, open spaces, streets, and buildings and open spaces across streets
 - b. Proposed site improvements and amenities including paving, landscaping, lighting and street furniture
 - c. Building and site dimensions, including setbacks and other dimensions subject to zoning requirements
 - d. Any site improvements or areas proposed to be developed by some other party (including identification of responsible party)

- e. Proposed site grading, including typical existing and proposed grades at parcel lines
- 4. Dimensioned drawings at an appropriate scale (e.g., 1" = 8') developed from approved schematic design drawings which reflect the impact of proposed structural and mechanical systems on the appearance of exterior facades, interior public spaces, and roofscape including:
 - a. Building plans
 - b. Preliminary structural drawings
 - c. Preliminary mechanical drawings
 - d. Sections
 - e. Elevations showing the project in the context of the surrounding area as required by the Authority to illustrate relationships or character, scale and materials
- 5. Large-scale (e.g., 3/4" = 1'-0") typical exterior wall sections, elevations and details sufficient to describe specific architectural components and methods of their assembly
- 6. Outline specifications of all materials for site improvements, exterior facades, roofscape, and interior public spaces
- 7. A study model at an appropriate scale (e.g., 1" = 16', or as determined after review of schematic design) showing refinements of facade design
- 8. Eye-level perspective drawings showing the project in the context of the surrounding area
- 9. Samples of all proposed exterior materials
- 10. Complete photo documentation (35 mm color slides) of above components including major changes from initial submission to project approval

C. Phase III Submission: Contract Documents

- 1. Final written description of project
- 2. A site plan showing all site development and landscape details for lighting, paving, planting, street furniture, utilities, grading, drainage, access, service, and parking
- 3. Complete architectural and engineering drawings and specifications
- 4. Full-size assemblies (at the project site) of exterior materials and details of construction

5. Eye-level perspective drawings or presentation model that accurately represents the project, and a rendered site plan showing all adjacent existing and proposed structures, streets and site improvements
6. Site and building plan at 1" = 100' for Authority's use in updating its 1" = 100' photogrammetric map sheets

D. Phase IV Submission: Construction Inspection

1. All contract addenda, proposed change orders, and other modifications and revisions of approved contract documents which affect site improvements, exterior facades, roofscape, and interior public spaces shall be submitted to the Authority prior to taking effect.
2. Shop drawings of architectural components which differ from or were not fully described in contract documents

VI. BRA Environmental Impact Assessment

Whether or not a project comes within the purview of the Massachusetts Environmental Policy Act review requirements, the BRA may request all or several of the environmental analyses listed below. The extent of analyses required depends on the size, location, and complexity of the project.

A. Transportation Impacts/Access Plan

1. Parking
 - a. Number of spaces provided indicating public and private allocation
 - b. Reduction in parking from previous use of site
 - c. Proposal's impact on demand for parking
 - d. Parking plan, including layout, access, and size of spaces
 - e. Evidence of compliance with City of Boston parking freeze requirements
2. Loading
 - a. Number of docks
 - b. Location and dimension of docks
3. Access
 - a. Size and maneuvering space on-site or in public right-of-way

- b. Access, curb cuts, and/or sidewalk changes required
- 4. Vehicular Traffic
 - a. Project vehicular traffic demand and generation (daily and peak-hours) and distribution
 - b. Circulation and access impacts on the local and regional street system and local intersections (traffic impact area), including capacity and level-of-service analyses
 - c. Modal split and vehicle occupancy analysis
- 5. Public Transportation
 - a. Location and availability of public transportation facilities
 - b. Usage and capacity of existing system
 - c. Peak-hour demand and capacity analysis
 - d. Measures to encourage use of public transportation
- 6. Pedestrian Circulation
 - a. Demand and capacity analysis on project area sidewalks
 - b. Connections to public transportation station stops
 - c. Effect on pedestrian flows of project parking and servicing entrances and exits
- 7. Access Plan
 - a. Measures to manage parking demand and optimize use of available parking spaces, including:
 - o Proposed rate structures(s)
 - o Ride-sharing incentives and information dissemination
 - o Set-asides for high-occupancy-vehicles: number and location
 - o Set-asides for after morning commuter peak (usually 9:30 or 10:00 a.m.)
 - b. Measures to encourage public transportation use, including:
 - o Mass transit information dissemination
 - o MBTA pass sales and subsidies
 - o Direct station links or pedestrian connections

- c. Measures to reduce peaking, including:
 - o Encouragement of flexible work hours
 - o Restrictions on service and good deliveries
- d. Measures to mitigate construction impacts, including:
 - o Time and routes of truck movements
 - o Storage of materials and equipment
 - o Worker parking and commuting plan
- e. Monitoring and reporting measures

B. Wind

Information on pedestrian level winds is required during the schematic design stage for build and no-build conditions. Wind tunnel testing will be required for:

- a. Any building higher than 150 feet
- b. Any building 100 feet high and two times higher than the adjacent buildings
- c. Other buildings which fall below these thresholds, but because of their context and particular circumstances would require wind tunnel testing

Particular attention shall be given to public and other areas of pedestrian use (sidewalks, plazas, building entrances, etc.) adjacent to and in the vicinity of the project site.

- 1. Wind tunnel testing is to be conducted in two stages - Stage I Qualitative Study and Stage II Hot Wire Testing. For Stage I, an erosion study (or equivalent methodology) must be conducted to determine potential problem areas and to identify appropriate placement of sensors for hot wire testing.
- 2. Wind tunnel testing should be conducted according to the following criteria:
 - a. Results of wind tunnel testing should be consistently presented in miles per hour (mph).
 - b. Velocities should be measured at a scale equivalent to 6 feet above ground level.
 - c. The instrument should have a frequency response that is flat to 100 hertz and filters out any higher frequency (hot wire testing).
 - d. The expected one percent occurrence of hourly average, effective gust, and peak gust velocities should be reported (hot wire testing).

- e. Erosion study data shall be presented in tabular form and graphically through photographs showing changes between build and no-build conditions.
 - 1. Wind directions from the sixteen compass points shall be used noting the percent or probability of occurrence of each direction on a seasonal and annual basis.
 - 2. Wind velocities for each direction shall include the intervals: 0-15 mph and every 5 mph interval from 15 to 40 mph inclusive.
 - 3. For each ground station tested, data shall include, in addition to the annualized 1% occurrence of wind speeds, the 1% wind velocities for each of the four seasons of the year and the percentile contribution of the 1% wind velocity from each of the 16 wind directions.
- f. Hot wire data shall be presented both in tabular form and graphically on a map to indicate velocity changes between build and no-build conditions.
 - 1. The effective gust velocity can be computed by the formula: average hourly velocity plus $1.5 \times \text{root mean square (rms) variations about the average}$.
 - 2. Analysis should be presented as follows:
 - a. Present data for existing (no-build) and future build scenarios as follows:
 - Mean velocity (exceeded 1% of time)
 - Effective gust velocity (exceeded 1% of time)
 - b. Compare mean and effective gust wind speeds on both annual and seasonal basis, by wind direction.
 - c. Provide a written descriptive analysis of wind environment and impacts for each sensor point including such items as source of winds, direction, seasonal variations, etc., as applicable. Include analysis of suitability of location for various activities (e.g., walking, sitting, eating, etc.) as appropriate.
 - d. Provide maps of sensor locations with wind speed data, graphically indicating changes in wind speeds.

3. For areas where wind speeds are projected to exceed acceptable levels, measures to reduce wind speeds and mitigate potential adverse impact shall be identified.

C. Shadow (Information should be provided during the schematic design stage.)

1. Shadow analysis plans should be submitted at a scale of 1' = 40' and 1" = 100'.
2. Shadow impact analysis must include net new shadows as well as existing shadows.
3. Initial shadow analyses must include shadow impacts for build and no-build conditions for the hours 9:00 a.m., 12:00 noon, and 3:00 p.m. conducted for four periods of the year at the vernal equinox, autumnal equinox, winter solstice, and summer solstice.
4. Shadow analyses also are to be conducted at 10:00 a.m., 11:00 a.m., 12:00 noon, 1:00 p.m., and 2:00 p.m. on October 21 and November 21, and must show the incremental effects of the proposed massing on proposed or existing public spaces including major pedestrian areas.
5. Additional shadow analyses may be required depending on the particular physical characteristics of the site including its solar orientation relative to public open spaces, pedestrian patterns and street patterns, and existing shadows in the area.

D. Daylight (Information should be provided during the schematic design stage.)

1. Daylight analysis for build and no-build should be conducted by measuring the percentage of skydome that is obstructed by a building.
 - a. Specific technique and graphic methodologies required for determining percent of obstructed skydome will be provided by the BRA.

E. Excavation and Landfill

1. Written description including amount and method of excavation, dredging and filling proposed, and the existence of blasting and pile driving
2. Analysis of sub-soil conditions, potential for ground movement and settlement during excavation, and impact on adjacent buildings and utility lines

F. Groundwater

1. List of measures used to ensure the groundwater levels will not be lowered during or after construction, if applicable
2. Engineering analysis of the impact of development on groundwater, surrounding structures, wooden piles and foundations

G. Solid and Hazardous Wastes/Materials

1. A list of any known or potential contaminants on site together with evidence of the recording with the Registry of Deeds of the disposal of hazardous wastes on the site, pursuant to the M.G.L., Chapter 21C, if applicable
2. Possible hazardous wastes generated
3. Existence of buried gas tanks on site
4. Estimate of potential trash generation and plans for disposal

H. Noise

1. Where appropriate, noise analyses to determine compliance with City of Boston regulations and applicable state and federal guidelines
2. For residential projects, evaluation of ambient noise levels to determine conformance with the Design Noise Levels established by the U.S. Department of Housing and Urban Development.

I. Flood Hazard Zone/Wetlands

1. Where appropriate, determination of whether or not proposal falls within a Federal Flood Hazard Zone or requires a Wetlands Permit
2. If applicable, description of measures to minimize potential flood damage and to comply with city and federal flood hazard regulations and any Order of Conditions issued by the Boston Conservation Commission

J. Construction Impacts

1. Description of construction staging areas
2. Availability of construction worker parking
3. Potential dust generation and mitigation measures to control dust emissions
4. Permits from Air Pollution Control Commission for sand blasting, if appropriate

5. Potential noise impact and measures to minimize noise levels
6. Truck traffic and access routes
7. Pedestrian safety

K. Historical Landmarks

1. Description of the project site location in proximity to a National or Massachusetts Register site or district or Landmark designated by the Boston Landmarks Commission
2. Identification of Boston Landmarks Commission ratings for existing buildings.
3. Possible effects to the National or Massachusetts Register site or district or a Landmark designated by the Boston Landmarks Commission

L. Air Quality

1. Impact on local air quality from additional traffic generated by the project, including identification of any location projected to exceed national or Massachusetts air quality standards
2. Estimation of emissions from any parking garage constructed as part of the project
3. Description and location of building/garage air intake and exhaust systems and evaluation of impact on pedestrians
4. For residential projects, evaluation of the ambient air quality to determine conformance with the National Ambient Air Quality Standards established by the U.S. Environmental Protection Agency.

M. Utility Systems

1. Estimated water consumption and sewage generation from the project
2. Description of the capacity and adequacy of water and sewer systems and an evaluation of the impacts of the project on these systems
3. Identification of measures to conserve resources, including any provisions for recycling

N. Energy

1. Description of energy requirements of the project and evaluation of project impacts on resources and supply

2. Description of measures to conserve energy usage and consideration of feasibility of including solar energy provisions

O. Water Quality

1. Description of impacts of the project on the water quality of Boston Harbor or other water bodies that could be affected by the project, if applicable
2. Description of mitigation measures to reduce or eliminate impacts on water quality

P. Solar Glare

1. Analysis of solar glare impact and solar heat gain analysis, if applicable

VII. Affirmative Housing Plan

Applicants for city-owned land; city, state, or federal funds administered by a city agency; or zoning relief to construct housing may be required to submit an Affirmative Housing Plan and to adhere to fair housing requirements outlined in Appendix 2. The plan should include the following:

- A. Description of affirmative marketing techniques
- B. Description of owner/tenant selection process
- C. Proposed owner/tenant profile indicating number of units dedicated to community residents, minorities, female-headed households, and low-moderate income people

VIII. Employment Plan

Boston Jobs Policy (Appendix 3) requires that publicly-assisted and large-scale private commercial projects hire Boston residents, minorities, and women for construction jobs for 50, 25, and 10 percent respectively of the person-hours worked. In addition, developers may be requested to submit permanent employment plans intended to meet a goal that the profile of permanent employees in the building include Boston residents (50 percent), minorities (30 percent), and women (50 percent). Submission materials may include the following:

- A. Estimated number of construction jobs
- B. Estimated number of permanent jobs
- C. Plan for meeting Boston Resident Construction Jobs Standards
- D. Plan for meeting Boston Resident Permanent Jobs Standards
- E. Plan for meeting Minority Business Employment Goals of city contracts or state and federal regulations and policies

IX. Public Benefits

- A. Development Impact Project exaction, specifying amount and method of linkage contribution (housing payment or housing creation)
- B. Increase in tax revenues, specifying existing and estimated future annual property taxes
- C. Childcare plan
- D. Other public benefits

X. Regulatory Controls and Permits

- A. Existing zoning requirements, calculations, and any anticipated zoning requests
- B. Anticipated permits required from other local, state, and federal entities with a proposed application schedule
- C. For structures in National or Massachusetts Register Districts or sites individually listed on the National or Massachusetts Register of Historic Places, duplicates of parts I and II of the certification documents and applicable correspondence and permits
- D. For projects requiring compliance with the Massachusetts Environmental Policy Act (MEPA), copies of the Environmental Notification Form, Certificate of the Secretary of Environmental Affairs, and Environmental Impact Report, if required
- F. Other applicable environmental documentation

XI. Community Groups

- A. Names and addresses of project area owners, displacees, abutters, and also any community groups which, in the opinion of the applicant, may be substantially interested in or affected by the proposed project
- B. A list of meetings proposed and held with interested parties

FEES

The following is a list of fees for development projects. Most fees are not refundable except fees for reviewing developers' proposals for public parcels, which are partially refundable to unsuccessful applicants.

Bid Documents

o Site Preparation Contracts	\$ 100
o Property Management Contracts	\$ 100
o Operation of Parking Lots	\$ 100
o Rehabilitation Documents	\$ 100
o Demolition Contracts*	\$ 100

Chapter 121A Fees

o Application	\$ 5,000
o Amendments of application requiring a hearing and report	\$ 3,500
o Amendments of any kind not requiring a hearing	\$ 2,500

<u>CARD Project Review Fees</u>	\$ 2,500
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<u>Developer Kits</u>	\$ 0-100 (varies depending on size of site and proposed development)
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<u>Developer Proposal Fees</u>	\$ 0-7,500 (varies depending on site)
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Zoning Commission Fees

o Annual subscription to Zoning Code Amendments	\$ 10
o Annual subscription to Zoning Code Amended Pages	\$ 10
o Zoning Code Text or Map Amendment Application	\$ 225 (Advertising costs will also be paid by proponent and will vary according to length of ad)

Note: Fees for zoning and building code variances and appeals are paid directly to the Board of Appeal.

*Refundable

APPENDICES

Appendix 1 PRO FORMAS

TOTAL LAND REVENUE FORTAGE

TOTAL LAND REVENUE FORTAGE

REVENUE

REVENUE

REVENUE (REVENUE FORTAGE)

REVENUE (REVENUE FORTAGE)

TOTAL LAND REVENUE FORTAGE

REVENUE

REVENUE

REVENUE (REVENUE FORTAGE)

LAND DEVELOPMENT FORTAGE

TOTAL LAND REVENUE FORTAGE

TOTAL LAND REVENUE FORTAGE

REVENUE

REVENUE

REVENUE

REVENUE

LAND DEVELOPMENT FORTAGE

TOTAL LAND REVENUE FORTAGE

(REVENUE FORTAGE FORTAGE)

TOTAL LAND REVENUE FORTAGE

TOTAL LAND

REVENUE

REVENUE

REVENUE

REVENUE

REVENUE

TOTAL LAND

TOTAL LAND REVENUE FORTAGE

REVENUE (REVENUE FORTAGE)

REVENUE

REVENUE

REVENUE

REVENUE

REVENUE

REVENUE

REVENUE

TOTAL

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

COMMERCIAL DEVELOPMENT PROGRAM

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Office _____

Retail _____

Other (please specify) _____

Parking (if applicable) _____

TOTAL NET SQUARE FOOTAGE _____

Office _____

Retail _____

Other (please specify) _____

HOTEL DEVELOPMENT PROGRAM

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Hotel GSF _____

No. Rooms _____

Parking _____

No. Spaces _____

RESIDENTIAL DEVELOPMENT PROGRAM

FORM OF OWNERSHIP
(Rental, Condominium, Cooperative) _____

TOTAL LAND SQUARE FOOTAGE _____

TOTAL UNITS _____

Mix of Units

Studio _____

1 Bed _____

2 Bed _____

Other _____

PARKING _____ spaces

TOTAL GROSS SQUARE FOOTAGE _____ GSF _____ NSF

Average Unit Size

Studio _____ GSF _____ NSF

1 Bed _____ GSF _____ NSF

2 BED _____ GSF _____ NSF

Other _____ GSF _____ NSF

Parking _____ GSF

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

COMMERCIAL DEVELOPMENT PRO FORMA

(Estimates in 19__ Dollars)

TOTAL HARD COSTS \$ _____
Rehabilitation (\$_____/GSF) \$ _____
New Construction (\$_____/GSF) _____
Parking (\$_____/space) _____
Site Improvements (\$_____/LSF) _____
Tenant Improvements _____
Office \$_____/NSF _____
Retail \$_____/NSF _____

TOTAL SOFT COSTS \$ _____
Architect/Engineering _____
Marketing/Brokerage/Advertising _____
Developer's Fee _____
Legal _____
Permits & Fees (specify) _____
Construction Loan Interest _____
(__ mos. @ __% with average
balance of \$_____) _____
Financing Fees (specify) _____
Real Estate Taxes and Linkage
during Construction (__ mos.) _____
Lease Payment * _____
Other Related Costs _____
(specify) _____

CONTINGENCY (__% of hard costs) \$ _____

TOTAL DEVELOPMENT COST \$ _____

Soft Costs as % Hard Costs _____
Soft Costs as % Total Development Cost _____
Total Development Cost/GSF _____

* If applicable

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

COMMERCIAL OPERATING PRO FORMA

(Carry out of 10 years and indicate inflation factor)

COMMERCIAL INCOME

Office (_____ NSF @ \$ _____ /NSF) \$ _____
Retail (_____ NSF @ \$ _____ /NSF) _____
Parking (attach parking rate structure) _____
Other (_____ NSF @ \$ _____ /NSF) _____

POTENTIAL GROSS INCOME

\$ _____

VACANCY (____ %)

\$ (_____)

EFFECTIVE GROSS INCOME

\$ _____

OPERATING EXPENSES

Office (\$ _____ /NSF) \$ _____
Retail (\$ _____ /NSF) _____
Parking (\$ _____ /space) _____
Other (\$ _____ /NSF) _____
TOTAL _____

\$ (_____)

REAL ESTATE TAXES

Office (\$ _____ /NSF) \$ _____
Retail (\$ _____ /NSF) _____
Parking (\$ _____ /space) _____
Other (\$ _____ /NSF) _____
TOTAL _____

\$ (_____)

LINKAGE PAYMENTS

\$ (_____)

NET OPERATING INCOME

\$ _____

DEBT SERVICE (____ % on \$ _____ for ____ years)

\$ (_____)

CASH FLOW

\$ _____

EQUITY PARTICIPATION (if applicable)

\$ _____

RETURN ON EQUITY (year of operations 19 __)
(Before Tax Cash Flow/Equity)

_____ %

RETURN ON TOTAL DEVELOPMENT COST (year of operations 19 __)
(Net Operating Income/Total Development Cost)

_____ %

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

HOTEL DEVELOPMENT PRO FORMA
(Estimates in 19__ Dollars
Using __% Inflation Factor from 19__)

TOTAL HARD COSTS \$ _____
Hotel (\$_____/NSF) _____
per room (\$_____/room) _____
Parking (\$/space) _____
Site Costs (\$_____/GSF) _____
Office (\$_____/GSF) _____
Retail (\$_____/GSF) _____
Other (specify) _____

TOTAL SOFT COSTS \$ _____
Architect/Engineering _____
Legal _____
Accounting _____
Marketing/Brokerage _____
Financing Fees (specify) _____
Developer's Fee _____
Construction Loan Interest _____
(__ Mos __% on average balance of \$ _____)
Land Lease Payment * _____
Real Estate Taxes and Linkage _____
Other Related Fees (specify) _____

HOTEL START-UP \$ _____
Furniture, Fixtures & Equipment _____
Initial Invent. & Working Capital _____
Pre-Opening & Opening Costs _____

TOTAL START-UP COSTS \$ _____

CONTINGENCY COSTS (___% of Hard Costs) \$ _____

TOTAL DEVELOPMENT COSTS \$ _____

Soft Costs as % Hard Costs _____
Soft Costs as % TDC _____

* If applicable

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

HOTEL OPERATING PRO FORMA
(Carry out 10 years and include inflation factor)

ROOMS

Available _____
Average Occupancy (____%) _____
Average Rate (\$____) \$ _____

REVENUE

Rooms \$ _____
Food & Beverage _____
Telephone _____
Rentals _____
Parking _____
Other _____

TOTAL GROSS REVENUE \$ _____

Vacancy _____

EFF. GROSS REVENUE (\$ _____)

EXPENSES

Food & Beverage Costs \$ _____
Payroll & Related _____
Telephone _____
Other Expenses _____
Linkage Payment _____

TOTAL ALLOCATED EXPENSES (\$ _____)

UNALLOCATED EXPENSES

Admin. & General \$ _____
Management Fee _____
Marketing _____
Energy Costs _____
Property & Maintenance _____
Franchise Fees _____
Guest Entertainment _____
Replacement Reserves _____

TOTAL UNALLOCATED EXPENSES (\$ _____)

TOTAL EXPENSES (\$ _____)

PROPERTY TAXES & OTHER

MUNICIPAL CHARGES (specify) (\$ _____)

INSURANCE ON BUILDING
AND CONTENTS

(\$ _____)

NET OPERATING INCOME

\$ _____

DEBT SERVICE ____% on \$ ____ for ____ yrs.

(\$ _____)

BEFORE TAX CASH FLOW

\$ _____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

HOTEL OPERATING PRO FORMA continued
(Carry out 10 years and include inflation factor)

EQUITY PARTICIPATION (if applicable) \$ _____

RETURN ON EQUITY (year of operations 19__) _____ %
(Before Tax Cash Flow/Equity)

RETURN ON TOTAL DEVELOPMENT COST _____ %
(Year of operations 19__)
(Net operating Income/Total Development Cost)

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

RESIDENTIAL CONDOMINIUM DEVELOPMENT PRO FORMA

(Estimates in 19__ Dollars)

(Provide phased information where necessary)

TOTAL HARD COSTS

\$ _____

Condominium Units (\$ _____/GSF) \$ _____
Unit Finishes (\$ _____/NSF) _____
Condominium Parking (\$ _____/GSF) _____
(# of spaces) _____
Site Costs (\$ _____/GSF) _____
Premium Costs (\$ _____/GSF) _____
Other (specify) _____

TOTAL SOFT COSTS

\$ _____

Architect/Engineering _____
Marketing/Brokerage/Advertising _____
Developer's Fee \$ _____
Legal _____
Permits & Fees (specify) _____
Construction Period Costs _____
Construction Loan Interest
(_____ mos. @ _____ % with
average balance of
\$ _____) _____
Financing Fees _____
Real Estate Taxes and Linkage
during Construction (_____ mos.) _____

Sale Period Costs \$ _____
Loan Interest
(_____ mos. @ _____ % with
average balance of
\$ _____) _____
Sale Period Real Estate Taxes
(_____ mos.) _____
Sale Period Operating Expenses _____
Other (specify) _____
Other Related Costs (specify) \$ _____

CONTINGENCY (_____ % of \$ _____) \$ _____

TOTAL CONDOMINIUM DEVELOPMENT COSTS

\$ _____

Soft Costs as % Hard Costs _____
Soft Costs as % TDC _____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

CONDOMINIUM SALES PRO FORMA
(Estimates in 19__ Dollars)
(Using __% inflation factor from 19__)

CONDOMINIUM UNITS

Gross Sales Proceeds \$ _____
Gross Condominium Sales/NSF \$ _____
Less Total Condominium Units Development Cost (_____)
Total Condominium Units Cost/NSF \$ _____

Net Profit (Before Taxes) _____ %
Return on Gross Sales Proceeds _____ %
(Net Profit/Gross Sales Proceeds)

CONDOMINIUM PARKING SPACES

Gross Sales Proceeds \$ _____
Gross Parking Sales/Space \$ _____
Less Total Condominium Parking Development Cost (_____)
Total Parking Cost/Space \$ _____

Net Profit (Before Taxes) \$ _____ %
Return on Gross Sales Proceeds _____ %
(Net Profit/Gross Sales Proceeds)

TOTAL SALES

Total Condominium Gross Sales Proceeds \$ _____
Less Total Condominium Development Costs (_____)

Net Profit (Before Taxes) \$ _____ %
Total Return on Gross Condominium Sales Proceeds _____ %
(Net Profit/Total Gross Sales Proceeds)

Return on Equity _____ %
Equity Participation (Amount and % of
Total Condominium Cost) \$ _____ (____ %)

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

CONDOMINIUM COST OF OWNERSHIP PRO FORMA
(Estimates in 19__ Dollars)
(Use __% inflation factor from 19__)

Number of Units _____

Average Unit Size (NSF) _____

Average Unit Price \$ _____

Average Downpayment \$ _____ (____%)

Studio _____

1 Bed _____

2 Bed _____

Other _____

	<u>Market</u>	<u>Subsidized</u>
Annual Common Area Charges (\$_____/NSF)	\$ _____	\$ _____
Annual Real Estate Taxes (\$_____/NSF)	_____	_____
Annual Mortgage Payment (____% on \$_____ for____ years)	_____	_____
Annual Service Charges (please specify membership fees, special services, etc.)	_____	_____
Total Annual Cost of Ownership (Before-tax)	_____	_____
Total Monthly Cost of Ownership (Before-tax)	_____	_____

Developer _____

Tel. #/Contact Person _____

DEVELOPMENT PRO. FORMA FOR RESIDENTIAL RENTAL PROPERTY

(Estimates in 19__ Dollars

Using __% Inflation Factor from 19__)

RESIDENTIAL UNITS

Number of Residential Units _____

Mix of Units

1 Bed _____

2 Bed _____

Other _____

Average Unit Size (GSF, NSF)

1 Bed _____

2 Bed _____

Other _____

Number of Parking Spaces _____

SQUARE FOOTAGE

Residential GSF _____

Parking GSF _____

TOTAL GSF _____

ACQUISITION

\$ _____

CONSTRUCTION COSTS

Rehabilitation (\$_____/GSF)

New Construction (\$_____/GSF)

Parking (\$_____/space)

Site Improvements (\$_____/Land SF)

Other _____

TOTAL

\$ _____

\$ _____

RELATED COSTS

\$ _____

Architect/Engineering

Marketing/Brokerage

Developer Fees

Miscellaneous Fees

(Legal, Acctg. Ins., Title)

Construction Loan Interest

(__ mos. @ __% with average balance of

\$ _____)

Financing Fees (specify)

Other Related Costs

(please specify)

TOTAL

\$ _____

CONTINGENCY (__% of \$ _____)

\$ _____

TOTAL DEVELOPMENT COST (TDC)

\$ _____

PAM/D

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

OPERATING PRO FORMA FOR RESIDENTIAL RENTAL PROPERTY
(Carry out 10 years and indicate inflation factor)

RENTAL INCOME

Rent/Month

1 Bed _____
2 Bed _____
Other _____

TOTAL RESIDENTIAL INCOME \$ _____

PARKING INCOME (attach parking rate structure) \$ _____

MISCELLANEOUS INCOME (e.g., Laundry) \$ _____

POTENTIAL GROSS INCOME \$ _____

VACANCY (____%) (\$ _____)

EFFECTIVE GROSS INCOME \$ _____

OPERATING EXPENSES

Residential (\$ _____/NSF) \$ _____
Parking (\$ _____/space) _____
TOTAL OPERATING EXPENSES (\$ _____)

REAL ESTATE TAXES

Residential (\$ _____/NSF) \$ _____
Parking (\$ _____/space) _____
TOTAL REAL ESTATE TAXES (\$ _____)

BRA BASE RENT * (\$ _____)

NET INCOME AVAILABLE FOR DEBT SERVICE \$ _____

FINANCING **

Debt Service (____% on \$ _____ for ____ yrs.) (\$ _____)

CASH FLOW \$ _____

EQUITY PARTICIPATION (if applicable)

(Amount and % of Total Development Cost) \$ _____

RETURN ON EQUITY

(Cash Flow/Equity) _____%

RETURN ON TOTAL DEVELOPMENT COST

(Net Income Available/Total Development Cost) _____%

* If applicable

** Specify type and priority of repayment

Appendix 2
FAIR HOUSING REQUIREMENTS

Recognizing that underrepresentation of minorities or female heads of households in a particular neighborhood may itself discourage interest among those groups from living in that neighborhood, the city will undertake affirmative marketing efforts to ensure that the city's minorities and female heads of households have access to housing throughout the city.

These efforts will apply to all projects of five or more units (rental and home ownership projects) which receive exceptions to zoning requirements from the Boston Zoning Commission and those that receive any form of city financial assistance, or state or federal assistance which is administered by the city. Financial assistance shall include the donation or sale of city-owned land to facilitate the project.

Interagency Procedures

- a. When an application for one or more of the following is received:
(i) city-owned land; (ii) city, state or federal funds administered by a city agency; or (iii) zoning exception for the development of a housing project, the appropriate city agency shall notify the Boston Fair Housing Commission within thirty (30) days of receipt of the application.

The BFHC shall review the compliance record, if any, of all applicants. If the record shows that an applicant has unresolved issues of non-compliance, the Commission shall attempt to resolve these issues in accordance with its mediation and hearing procedures. In those cases where a compliance agreement cannot be reached, the BFHC shall recommend to the Mayor and the appropriate agency that the application be rejected. Where the applicant has received city land, or other city benefits, and has not complied with fair housing requirements, the Commission shall recommend to the Mayor and to the administering agency that the applicant be denied an occupancy permit for the project.

- b. The appropriate city agency shall advise developers of affirmative marketing requirements through program designs, Requests for Proposals and other forms of communication. Additionally, affirmative marketing requirements shall be specified in all housing and housing development contracts awarded or administered by city agencies.
- c. The BFHC shall assist the appropriate agency in developing project specific affirmative marketing plans.
- d. Developers shall be required to sign a non-discrimination statement.
- e. The BFHC shall monitor implementation of each affirmative fair housing market plan.
- f. The BFHC shall submit to the Mayor an annual report summarizing affirmative marketing efforts and accomplishments.

Appendix 3

BOSTON JOBS POLICY

1. Boston Resident Jobs Policy

Chapter 30 of the Ordinances of 1983 established a Boston Resident Jobs Policy. The 1983 ordinances requires contractors performing work on construction projects funded in whole or in part by the city or to which the city administers to ensure 50% Boston resident, 25% minority and 10% female participation of the total construction workhours performed on the project. To ensure compliance with these requirements, the City of Boston Supplemental Minority Participation and Resident Preference Contract provisions are included in all contracts for construction projects covered by the Ordinance. This contract supplement delineates the contractor's compliance obligations and a description of the city's monitoring and enforcement of the policy.

2. Executive Order Extending Jobs Policy

The July 12, 1985 Executive Order extends the Resident Jobs Policy ordinance to cover privately financed construction projects in excess of 100,000 square feet (excluding housing developments). The Executive Order includes the same hiring requirements and requires each developer to submit a detailed employment plan with provisions for monitoring, compliance and sanctions. The submission of the Boston Residents Construction Employment Plan is a required submission prior to the issuance of a building permit for the project.

3. Permanent Jobs Policy

The city has initiated a permanent jobs policy which requires developers receiving city assistance (i.e., loans, land or building acquisitions, lease agreements or licenses) for projects which are expected to generate permanent job opportunities, to enter into an employment agreement with the city. These agreements typically include the provisions for 50% Boston resident, 30% minority, and 50% female hiring in all new jobs generated and for the advanced notification of job opportunities to the city and/or community based organizations. Additional commitments negotiated through these agreements include financial contributions for job training and affirmative action activities. The city has begun negotiations with the developers for the privately financed projects to discuss similar types of permanent job agreements.

Elements of Affirmative Marketing Plan

a. Outreach Housing Efforts

Each developer, including city agencies, will be required to:

- (i) advertise availability of housing in majority and minority newspapers;
- (ii) send outreach letters to housing counselling agencies which assist low-moderate income families and minorities;
- (iii) undertake such additional efforts as may be required, due to the specific nature, or location of the project.

b. Neighborhood Preferences

To stabilize neighborhoods and mitigate the effects of displacement/gentrification, up to 70% of available affordable housing units may be targeted by a developer for neighborhood residents. This policy will work to prevent the gentrification of minority neighborhoods since a substantial proportion of city-owned land which will be used to produce affordable housing is located in minority neighborhoods. However, developers may not exclude people from other neighborhoods from applying and competing for all units. Plans for tenant selection where neighborhood preference is a criterion shall be approved by the BFHC.

c. Measures for Compliance

A developer who has taken every step outlined in a city-approved affirmative marketing plan shall be able to proceed with completion of his/her project. Compliance shall be determined by the BFHC. A developer who has not adequately complied with a city-approved marketing plan, however, shall be required to conduct additional outreach and/or may be subject to pre-determine remedies.

Appendix 4

MASS. ENVIRONMENTAL POLICY ACT REVIEW AUTHORITY

The Massachusetts Environmental Policy Act (MEPA) requires the review and evaluation of projects to describe their environmental impact and establishes a process for determining when Environmental Impact Reports (EIRs) are required. MEPA applies to projects directly undertaken by a state agency (including leases and transfers of property undertaken by an agency) and to privately-initiated projects requiring an agency permit or receiving financial assistance from an agency. Because the BRA is a redevelopment authority created by the Legislature, it falls under the jurisdiction of MEPA. Where the BRA acts only as the planning department for the city, such as in zoning matters and the disposition of city-owned land, MEPA does not apply.

Regulations implementing MEPA were promulgated by the Executive Office of Environmental Affairs (EOEA), which is also responsible for determining whether a project requires an EIR. These regulations establish a process whereby, for non-exempt projects, an Environmental Notification Form (ENF) is required to be filed with EOEA for public and agency review as the preliminary step in determining the need for an EIR. For activities or actions undertaken by an agency, the preparation of the ENF (and of the EIR, if subsequently required) is the responsibility of the agency itself. For private projects seeking state or BRA financial assistance or a permit (e.g., Chapter 121A approval), the project proponent is responsible for preparing the required documents.

In addition to describing the environmental review process, the MEPA regulations also establish categories of projects which automatically require the preparation of an EIR (categorical inclusions) and which are automatically excluded from filing an ENF (categorical exclusions). Specific rules of application are included in the regulations.

With respect to timing, the public/agency review period for ENF's is 20 days following publication in EOEA's Environmental Monitor of a notice of submission and availability of an ENF. Notices are published twice monthly, on approximately the 7th and the 21st of the month. The Secretary of Environmental Affairs then has 10 days in which to issue a certificate stating whether or not an EIR is required.

If an EIR is required, the process involves the preparation and circulation for review of a Draft EIR (the public/agency review period is 30 days following EOEA notice of availability of the EIR, with seven additional days for the Secretary to issue a statement on the adequacy of the Draft), preparation of the Final EIR responding to comments on the Draft, and circulation of the Final (again, a 30-day review period followed by seven days for the Secretary to issue a statement regarding the adequacy of the Final and its compliance with MEPA). Normally, the EIR process from beginning of the preparation of the EIR to final approval takes five to six months and considerably longer for major and complicated projects. The minimum time would be at least four months.

EXHIBIT E

(exhibit begins on next page)

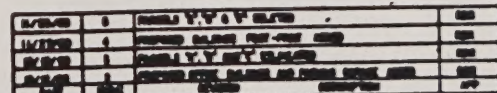
OLMSTED PLAZA

DESIGN PARAMETERS FOR THE PARK DRIVE
BUILDING, THE BROOKLINE AVENUE BUILDING
AND THE GARAGE

November 30, 1989

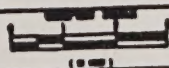
	<u>PARK DRIVE BUILDING</u>	<u>BROOKLINE AVENUE BUILDING</u>	<u>GARAGE</u>
HEIGHT (feet)	120	175	85
GROSS FLOOR AREA (square feet)	223,000	316,000	390,000

The Authority also approves the general location and footprint for each of the Park Drive Building, the Brookline Avenue Building and the Garage as shown on the site plan attached as Attachment 1 hereto, and the general envelope for each such building as shown on Attachment 2 hereto.

[illegible]

CELLULose EMULSIONS CO., INC.
BOSTON - NEWTON, MASSACHUSETTS
NEW YORK - NEW JERSEY

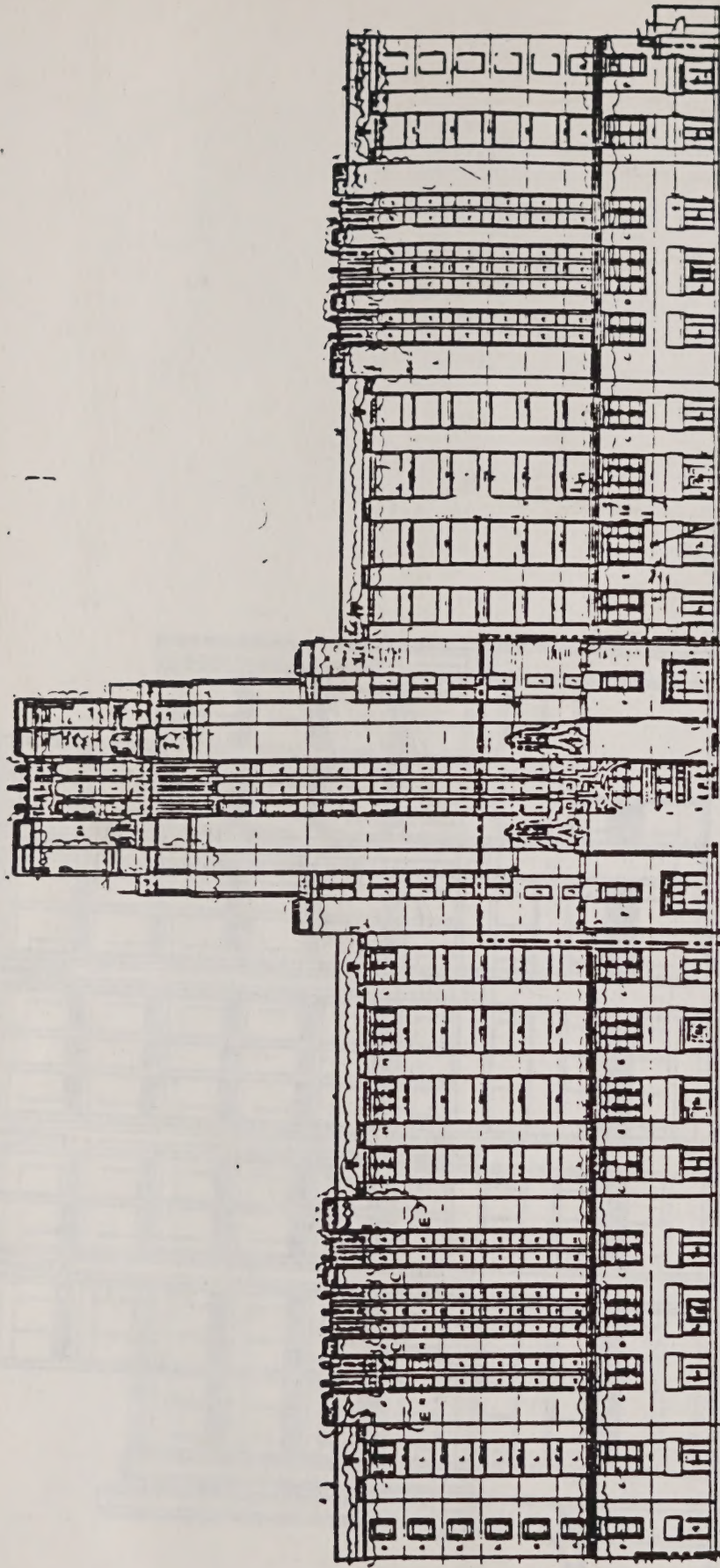
BEARS, ROEBUCK AND CO
BRIMLEY AVENUE & PARK ROAD
DARTFORD, KENT



NAME	DATE	TIME
F. W.	11. 11. 61	11. 11. 61
AGE	PL. NAME	CHRY. OF
10. 8. 1930	CHRY. 10-11-61	1 1

ATTACHMENT 2

(attachment begins on next page)



SEARS BUILDING - South elevation

This elevation is shown on a plan entitled "Olmsted Plaza - Design Development Submission, 309 Park Drive, Boston, Massachusetts" dated November 15, 1989 prepared by Notter Finegold + Alexander Inc., Sheet A-10



SOUTH ELEVATION

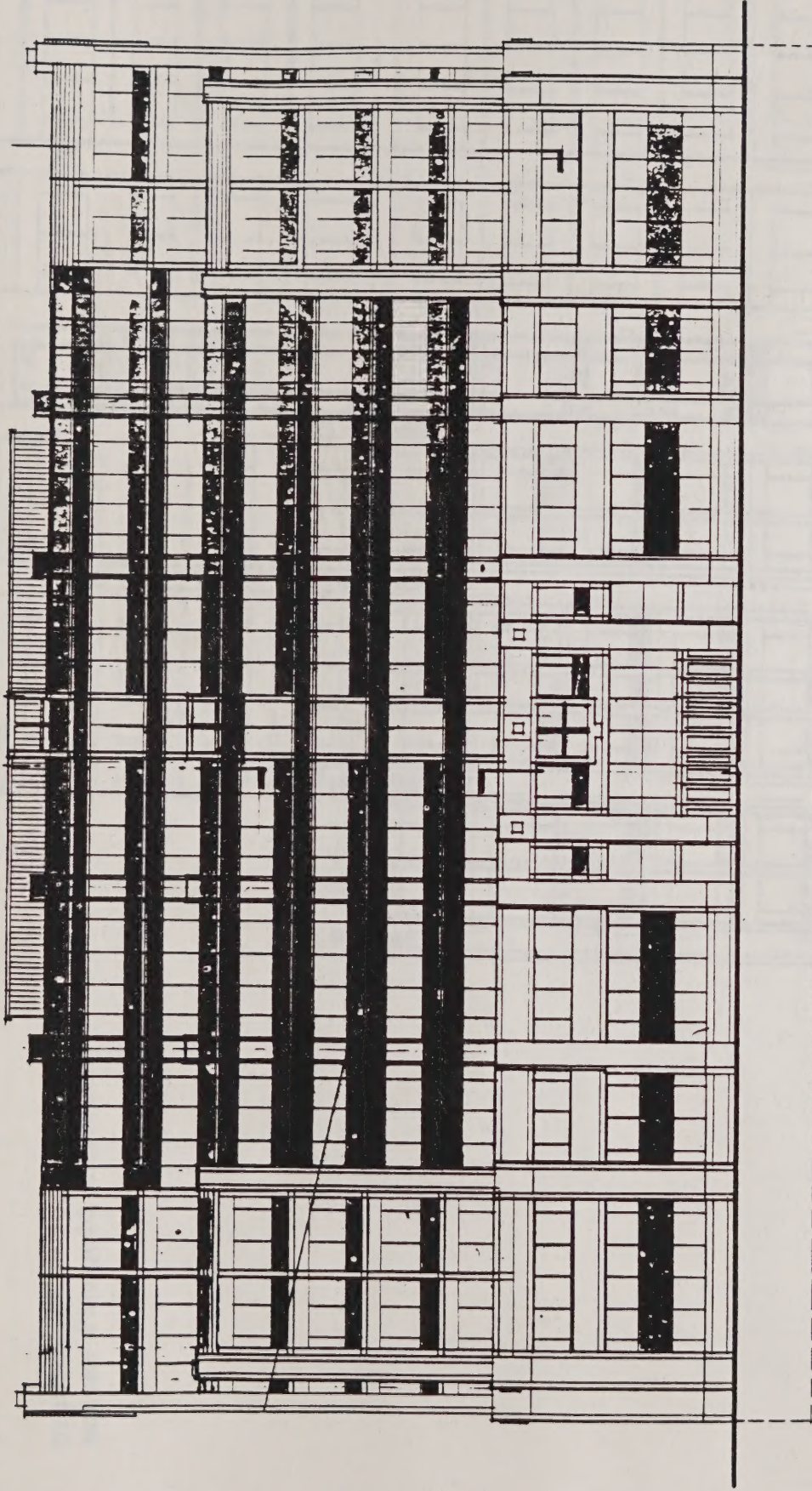
SCALE: 1/16"=1'-0"

(NORTH ELEVATION SIMILAR)



WEST ELEVATION

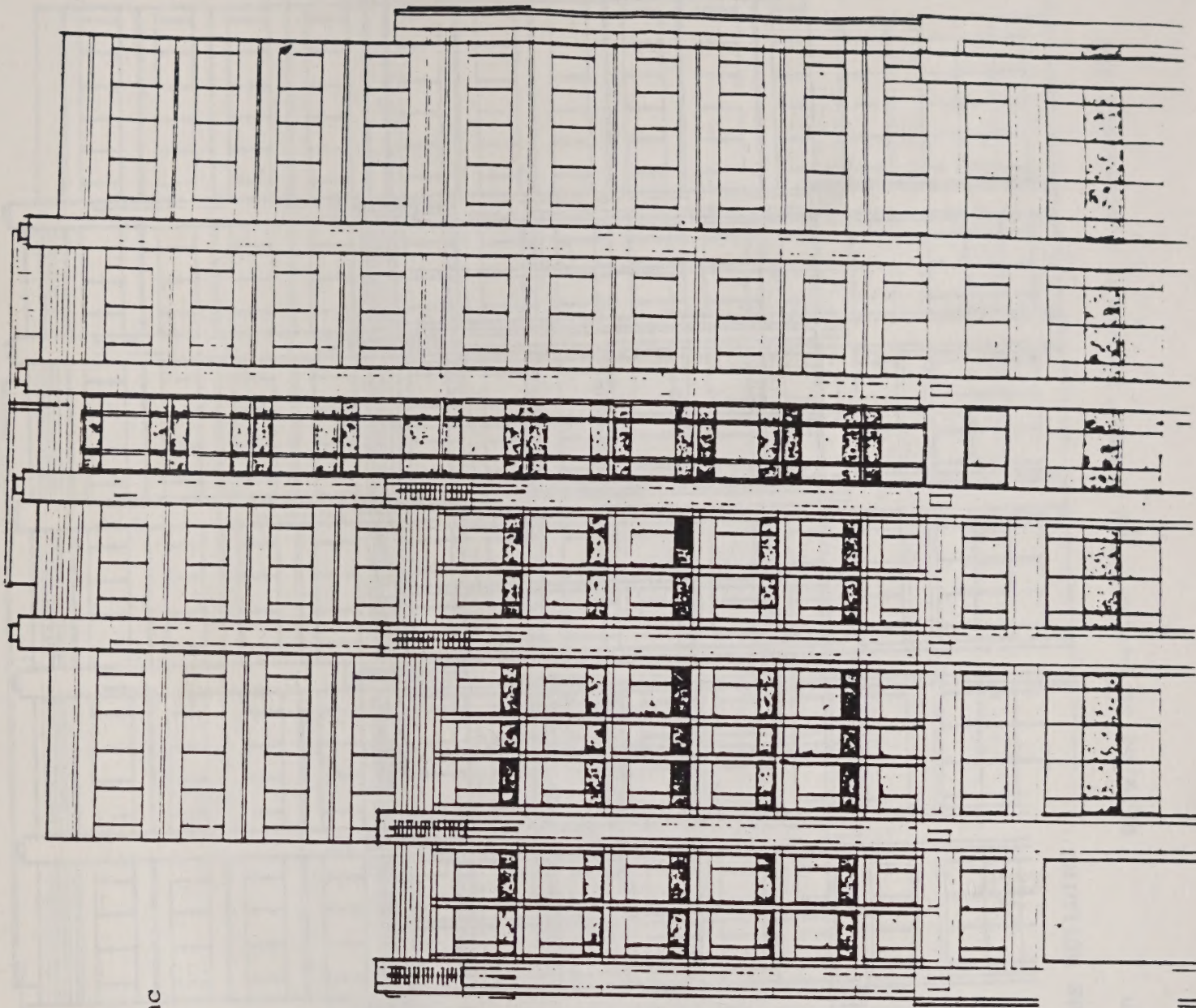
SCALE: 1/16"=1'-0"



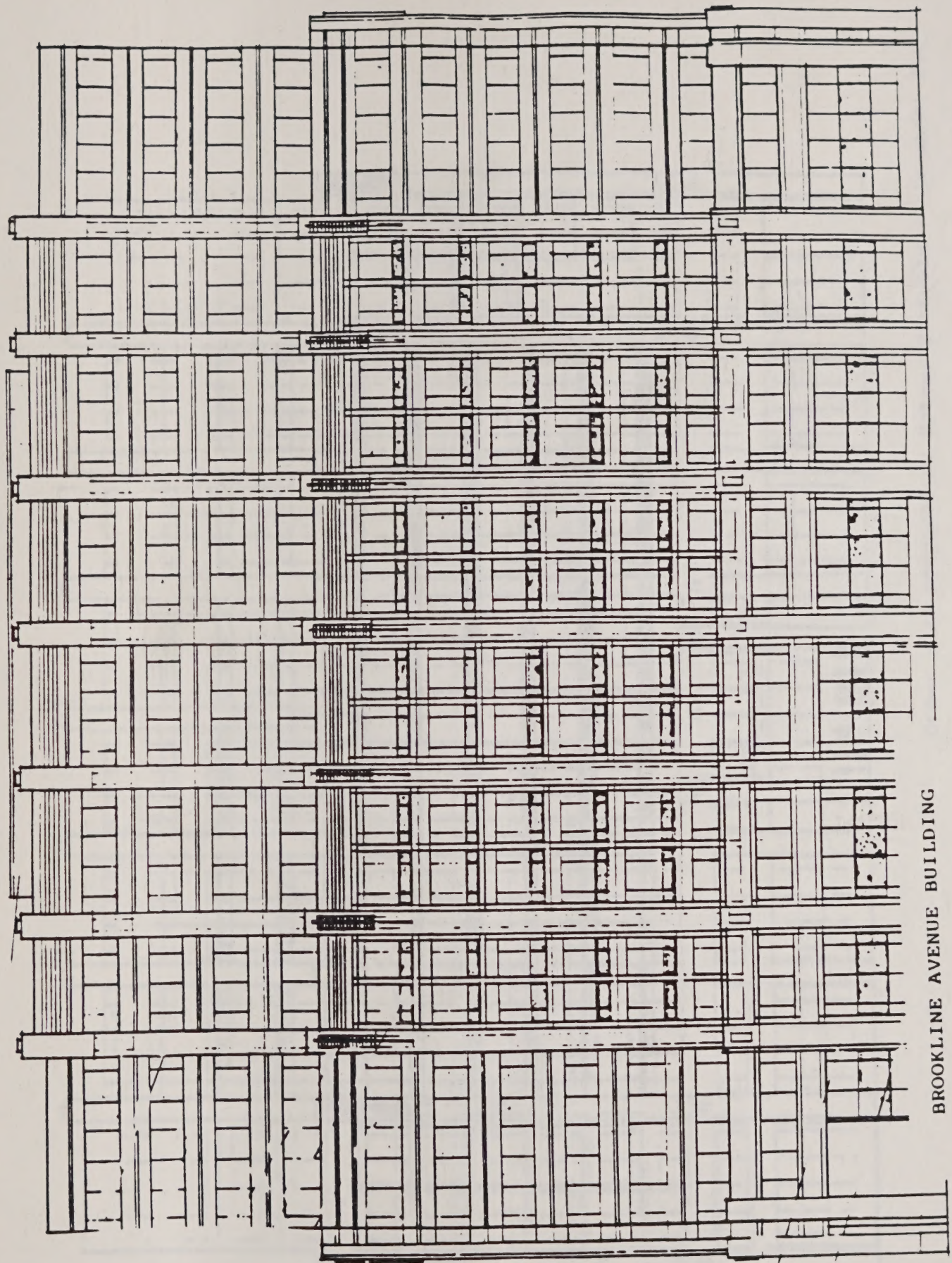
EAST ELEVATION

SCALE: 1/16"=1'-0"

Drawing as prepared by
Notter Finegold + Alexander Inc



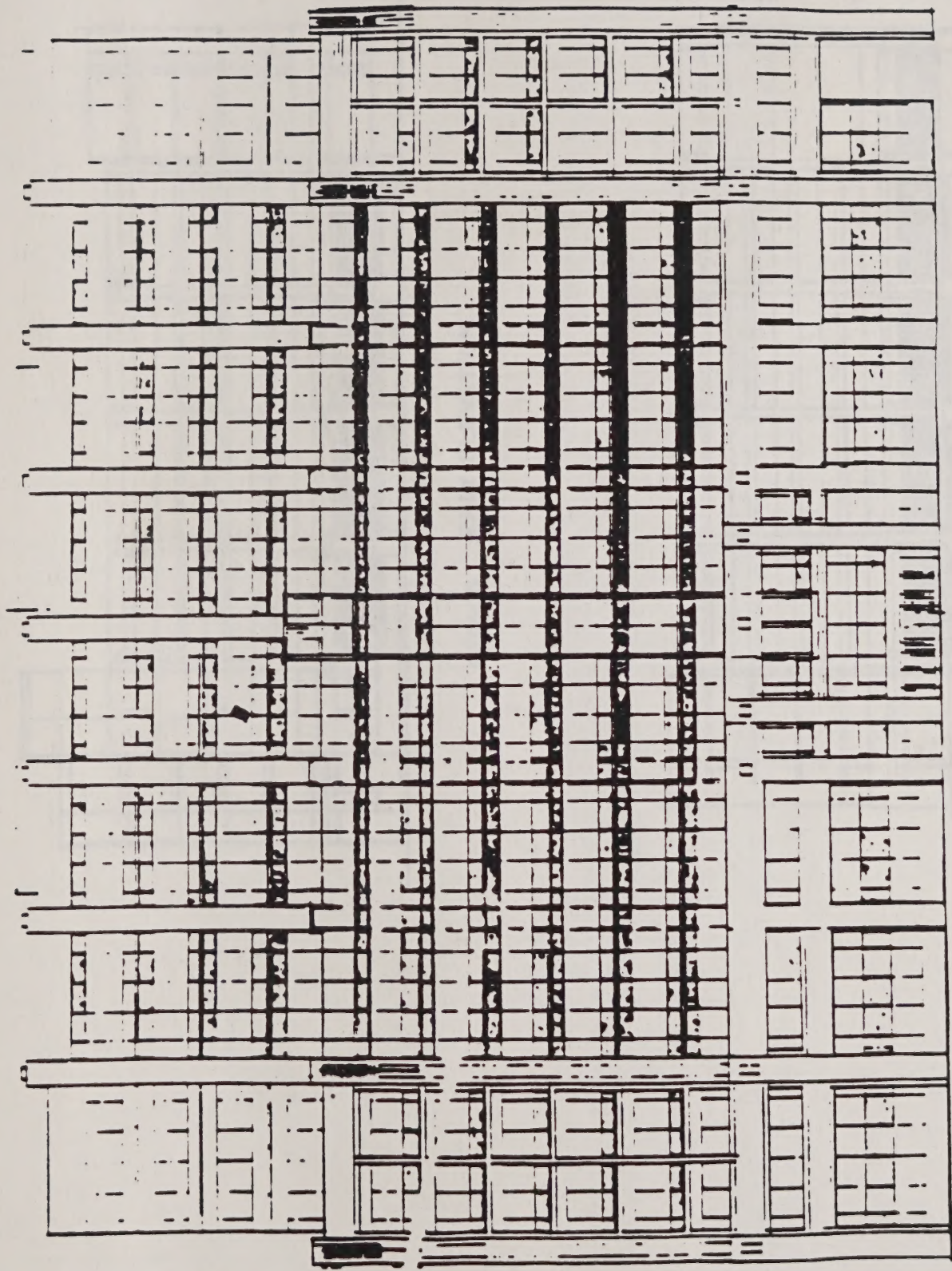
BROOKLINE AVENUE BUILDING
East elevation



BROOKLINE AVENUE BUILDING

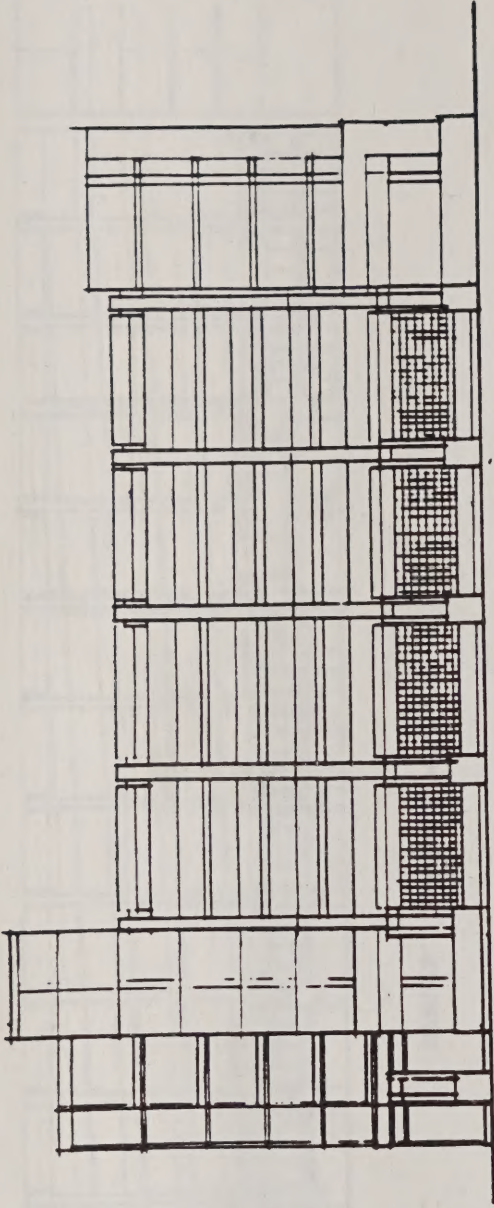
North elevation

Drawing as prepared by Notter Finegold + Alexander Inc

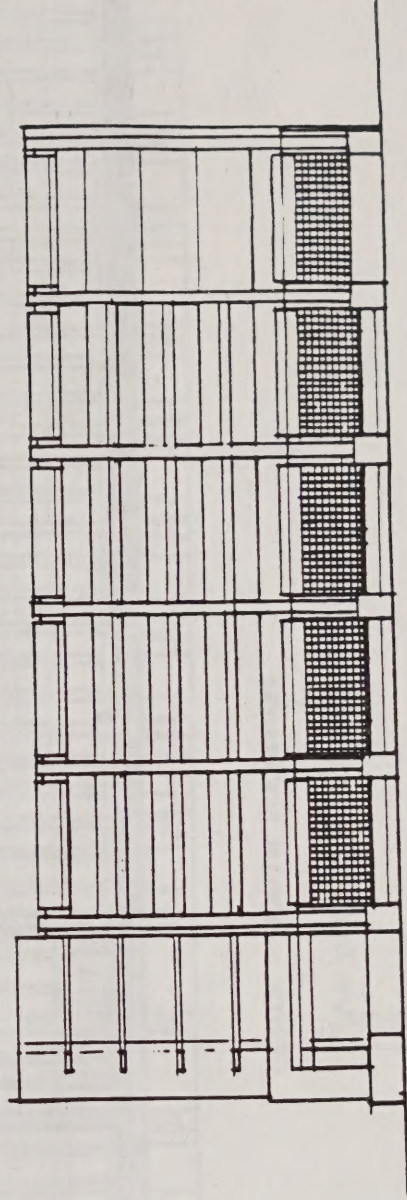


Drawing as prepared by Notter Finegold + Alexander Inc

BROOKLINE AVENUE BUILDING - South Elevation

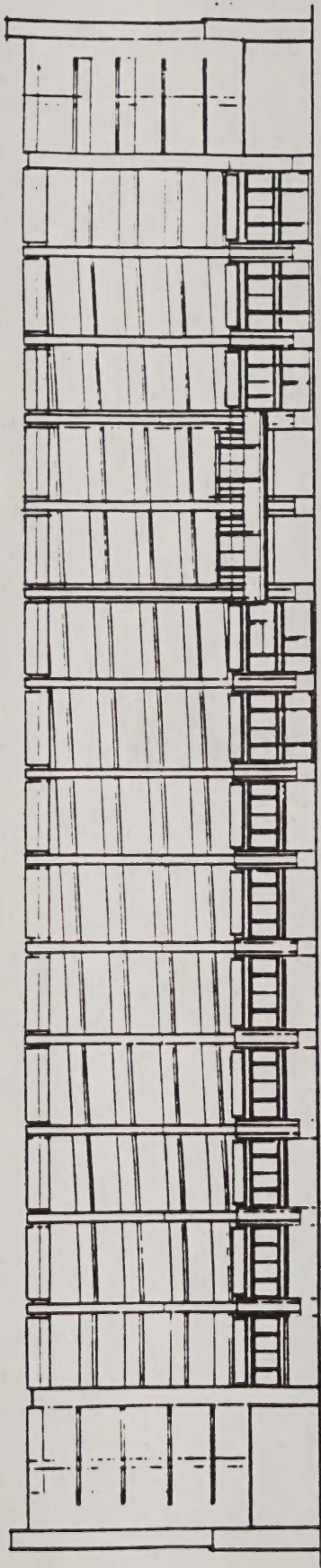


GARAGE EAST ELEVATION

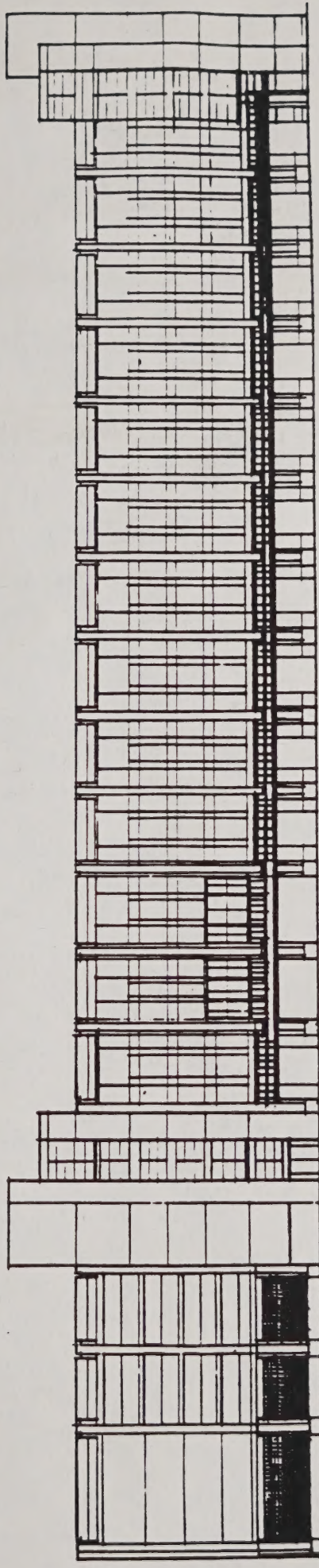


GARAGE WEST ELEVATION

As prepared by Notter Finegold + Alexander Inc



GARAGE NORTH ELEVATION



GARAGE SOUTH ELEVATION

As prepared by Notter Finegold + Alexander Inc

AMENDMENT TO
COOPERATION AGREEMENT
FOR
PLANNED DEVELOPMENT AREA NO. 36
OLMSTED PLAZA

AMENDMENT TO COOPERATION AGREEMENT made as of the 15th day of October, 1991, by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority") and OLMSTED PLAZA ASSOCIATES, a Massachusetts general partnership consisting of JMB/Olmsted Limited Partnership, an Illinois general partnership with JMB Realty Corporation, a Massachusetts corporation, as its general partner, and Macomber Olmsted Plaza Associates Limited Development Associates, a Massachusetts corporation, as its general partner, its successors and assigns (the "Applicant").

WHEREAS, on November 30, 1989 the Authority approved a Development Plan and Development Impact Project Plan for Planned Development Area No. 36 Olmsted Plaza (the "Development Plan") encompassing a parcel of land in the City of Boston bounded by Park Drive, Brookline Avenue, Fullerton Street, and the Riverside or "D" branch of the MBTA green line (the "Site"), which Development Plan was subsequently approved by the Boston Zoning Commission on December 13, 1989;

WHEREAS, the Applicant and the Authority entered into a Cooperation Agreement for Planned Development Area No. 36 Olmsted Plaza dated December 13, 1989 (the "Cooperation Agreement") regarding rights and obligations of the parties with respect to the Development Plan;

WHEREAS, on August 21, 1991 the Authority approved an Amendment to the Development Plan reflecting changed circumstances since the approval of the Development Plan; and

WHEREAS, the Authority and the Applicant wish to amend the Cooperation Agreement to reflect the Amendment to the Development Plan and the changed circumstances resulting in the Amendment to the Development Plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Paragraph 5 of the Cooperation Agreement is hereby amended by (a) inserting the language "Subject to the provisions of the TAP Agreement," at the beginning of the fifth sentence thereof, and (b) deleting the language "completion of those

mitigation measures specified in the TAP Agreement which are within the control of the Applicant and" from the sixth sentence thereof.

2. Paragraph 12 of the Cooperation Agreement is hereby amended by deleting the first three sentences thereof and substituting the following therefor:

"The Applicant anticipates commencing demolition of the warehouse additions to the existing Sears Building in the third quarter of 1991, with renovation of the first Component of the Sears Building planned for substantial completion within twenty-four (24) months after the commencement thereof. Renovation of the remainder of the Sears Building and construction of the Garage, Brookline Avenue Building and the Park Drive Building depend upon demand for tenant space and financing considerations."

3. Paragraph 15 of the Cooperation Agreement is hereby amended by deleting the first paragraph thereof and substituting the following therefor:

"15. Any building(s) or Component(s) contemplated by the Development Plan for the Project shall be deemed completed when the Applicant has substantially completed construction of the exterior of the building(s) the public lobbies, entrances, and open spaces included within the building or Component, as the case may be, all in substantial accordance with approved Construction Documents and the same are substantially ready for occupancy, except for (i) items of work and adjustment of equipment and fixtures which can be completed after occupancy has occurred, e.g. so-called punchlist items, (ii) landscaping and other similar work which cannot then be completed because of climatic conditions or other reasons beyond the reasonable control of the Applicant and (iii) with respect to office, retail, research and development and other tenant space, items of work normally left for completion pursuant to the requirements of specific occupancy agreements and interior work to be performed to tenants' specifications. Upon completion of any building or Component, the Authority shall issue to the Applicant a Building Certificate of Completion or Component Certificate of Completion, as the case may be, which shall be in recordable form and shall be conclusive evidence that said building or Component has been completed in accordance with the Development Plan and this Agreement."

4. The first paragraph of Paragraph 16 of the Cooperation Agreement is hereby amended by (a) inserting the language ", which title may be subject to a lease or other encumbrance under which control of the Emerald Necklace Parcel would be placed in the Applicant until completion of a public park thereon (the "Park")

in accordance with the provisions hereof" at the end of the first sentence thereof, and (b) deleting the third sentence thereof and substituting the following therefor:

"Subject to obtaining required zoning relief and other permits, the Authority and the Applicant agree that the Emerald Necklace Parcel will thereafter be operated as a parking lot by an independent parking lot operator until the Park Commencement Date (as defined hereinafter), with the net income generated thereby, together with all interest earned thereon (together, "Park Net Income"), to be devoted to acquisition, design and/or construction of the Park on the Emerald Necklace Parcel, the construction of which is estimated to cost One Million Dollars (\$1,000,000)."

5. The second paragraph of Paragraph 16 of the Cooperation Agreement is hereby amended by (a) deleting the language "January 31, 1990" from the second sentence thereof and substituting therefor the language "receipt by the Applicant of the CDAG Payment (as defined hereinafter)", (b) inserting the language ", but not sooner than the Park Commencement Date (as defined hereinafter)" at the end of the second sentence thereof, (c) deleting the language "(as so extended, the "Park Completion Date")" in the third sentence thereof, (d) deleting the language "complete construction of the Park or cause construction of the Park to be completed no later than July 1, 1991, subject to (i) an extension for each day beyond July 1, 1992 in which the parcel is not made available to the Developer for construction of the Park and (ii)" in the third sentence thereof and substituting the following therefor:

"commence construction of the Park or cause construction of the Park to be commenced (as such may be extended in accordance herewith, the "Park Commencement Date") no later than twenty-four (24) months after commencement of construction of the first Component of the Project (the "Project Commencement Date") and complete construction of the Park or cause construction of the Park to be completed (as such may be extended in accordance herewith, the "Park Completion Date") no later than eight (8) months after the Park Commencement Date, subject in the case of the Park Commencement Date to (i) an extension of one (1) day for each day beyond twenty-four (24) months after the Project Commencement Date that the Park Net Income has not reached One Million Dollars (\$1,000,000), such extension not to exceed twelve (12) months; and (ii) an extension of thirty-six (36) months if the City fails to make a payment of One Million Dollars (\$1,000,000) to the Applicant for fifty percent (50%) of the costs incurred by the Applicant for

acquisition, design and/or construction of the Park (the "CDAG Payment"), within twenty-four (24) months after the Project Commencement Date, and subject in the case of the Park Commencement Date and the Park Completion Date to",

and (e) inserting the following language as the last three sentences thereof:

"The Applicant shall use good faith efforts to submit to the City, as soon as practicable, all information required in connection with an application to the Commonwealth of Massachusetts for a Community Development Action Grant in the amount of of One Million Dollars (\$1,000,000) (the "CDAG Grant"), the proceeds of which will be used to make the CDAG Payment. The Authority shall use good faith efforts to cause the City to submit the application for the CDAG Grant to the Commonwealth of Massachusetts as soon as practicable and, subject to award of the CDAG Grant to the City, to make the CDAG Payment to the Applicant within sixty (60) days after the Applicant submits an invoice to the City therefor in which the Applicant sets forth the costs incurred by the Applicant for acquisition, design and/or construction of the Park for which the Applicant seeks reimbursement. The Authority shall also use good faith efforts to cause the Commonwealth of Massachusetts to process the application for the CDAG Grant as soon as practicable.

6. Paragraph 17 of the Cooperation Agreement is hereby amended by (a) deleting the word "initial" in the thirteenth sentence thereof, (b) deleting the language "of the Project" in the thirteenth sentence thereof and substituting therefor the language "of 75% of the gross floor area of Phase 1", and (c) deleting "25%" in the second to last sentence thereof and substituting therefor "75%".

7. Paragraph 22 of the Cooperation Agreement is hereby amended by deleting the last sentence thereof and substituting the following therefor:

"For purposes of this Agreement, "Component" shall mean (i) any portion of the Project which is located on an individual lot or which constitutes an individual unit in a condominium, or (ii) any portion of such portion which is located on an individual lot or which constitutes an individual unit in a condominium which is independently financed."

8. All references to the "Development Plan" in the Cooperation Agreement shall be deemed to refer to the Development Plan as amended.

9. Except as set forth above, the Cooperation Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers and joint venturers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Its: _____

Director

OLMSTED PLAZA ASSOCIATES,
a Massachusetts general partnership

By: JMB/Olmsted Limited Partnership, its
general partner

By: JMB/Olmsted, Inc.

By: _____

Its: _____

Executive Vice President

By: Macomber Olmsted Plaza Associates
Limited Partnership

By: MOPA, Inc.

By: _____

Its: _____

President